6611 W. Cross Creek Bend Lane
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.FulshearTexas.gov

CITY COUNCIL:

MAYOR: Don McCoy

COUNCIL MEMBER AT-LARGE: Camron K Miller

COUNCIL MEMBER AT-LARGE: Kimberly Bow

MAYOR PRO-TEM/DISTRICT 1: Sarah B Johnson

COUNCIL MEMBER DISTRICT 2: Abhijeet Utturkar

COUNCIL MEMBER DISTRICT 3: Omar Pena

COUNCIL MEMBER DISTRICT 4: Richard Russell

COUNCIL MEMBER DISTRICT 5: Randy Connor

REGULAR CITY COUNCIL MEETING AGENDA
Tuesday, October 20, 2026
6:00 PM

NOTICE IS HEREBY GIVEN OF A CITY COUNCIL REGULAR MEETING OF THE CITY OF FULSHEAR TO BE HELD ON **Tuesday, October 20, 2026** IN THE CITY OF FULSHEAR MUNICIPAL COMPLEX, COUNCIL CHAMBERS 6611 W. CROSS CREEK BEND LANE FULSHEAR, TX 77441 FOR CONSIDERING THE FOLLOWING ITEMS. THE CITY COUNCIL RESERVES THE RIGHT TO ADJOURN INTO EXECUTIVE SESSION AT ANY TIME DURING THE COURSE OF THIS MEETING TO DISCUSS ANY MATTERS LISTED ON THE AGENDA, AS AUTHORIZED BY THE TEXAS GOVERNMENT CODE, INCLUDING, BUT NOT LIMITED TO, SECTIONS 551.071 (CONSULTATION WITH ATTORNEY), 551.072 (DELIBERATIONS ABOUT REAL PROPERTY), 551.073 (DELIBERATIONS ABOUT GIFTS AND DONATIONS), 551.074 (PERSONNEL MATTERS), 551.076 (DELIBERATIONS ABOUT SECURITY DEVICES), 551.087 (ECONOMIC DEVELOPMENT), 418.175.183 (DELIBERATIONS ABOUT HOMELAND SECURITY ISSUES) AND AS AUTHORIZED BY THE TEXAS TAX CODE, INCLUDING, BUT NOT LIMITED TO, SECTION 321.3022 (SALES TAX INFORMATION).

INCIDENTAL MEETING NOTICE: A QUORUM OF THE CITY OF FULSHEAR CITY COUNCIL, PLANNING AND ZONING COMMISSION, CITY OF FULSHEAR DEVELOPMENT CORPORATION (TYPE A), FULSHEAR DEVELOPMENT CORPROATION (TYPE B), PARKS AND RECREATION COMMISSION, YOUTH ADVISORY COMMISSION, ZONING BOARD OF ADJUSTMENT, CHARTER REVIEW COMMISSION, OR ANY OF THESE, MAY BE IN ATTENDANCE AT THE MEETING SPECIFIED IN THE FOREGOING NOTICE, WHICH ATTENDANCE MAY CONSTITUTE A MEETING OF SUCH GOVERNMENTAL BODY OR BODIES AS DEFINED BY THE TEXAS OPEN MEETINGS ACT, CHAPTER 551, TEXAS GOVERNMENT CODE. THEREFORE IN ADDITION TO THE FOREGOING NOTICE, NOTICE IS HEREBY GIVEN OF A MEETING OF EACH OF THE ABOVE-NAMED GOVERNMENTAL BODIES, THE DATE, HOUR, PLACE, AND SUBJECT OF WHICH IS THE SAME AS SPECIFIED IN THE FOREGOING NOTICE.

I. CALL TO ORDER

II. QUORUM AND ROLL CALL

III. INVOCATION

IV. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL.

V. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE

UNDER GOD, ONE AND INDIVISIBLE

VI. CITIZEN COMMENTS

THIS IS AN OPPORTUNITY FOR CITIZENS TO SPEAK TO COUNCIL RELATING TO AGENDA AND NON-AGENDA ITEMS. SPEAKERS ARE ADVISED THAT COMMENTS CANNOT BE RECEIVED ON MATTERS WHICH ARE THE SUBJECT OF A PUBLIC HEARING ONCE THE HEARING HAS BEEN CLOSED. SPEAKERS ARE REQUIRED TO REGISTER IN ADVANCE AND MUST LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

VII. CITY MANAGER

BRIEFINGS OR UPDATES MAY BE PROVIDED REGARDING CITY SERVICES, ADMINISTRATIVE/PERSONNEL MATTERS, REAL ESTATE/DEVELOPMENT, INFRASTRUCTURE, EVENTS, REGULATIONS, COMMUNITY, AND INTERGOVERNMENTAL RELATIONS ISSUES.

A. CHANGES TO VARIOUS CITY STAFF MEMBERS

VIII. CONSENT ITEMS

ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND ARE GENERALLY ENACTED IN ONE MOTION, THE EXCEPTION TO THIS RULE IS THAT COUNCIL MEMBER(S) MAY REQUEST ONE OR MORE ITEMS TO BE REMOVED FROM THE CONSENT AGENDA FOR A SEPARATE DISCUSSION AND ACTION.

A. CONSENT AND APPROVAL OF THE MINUTES FROM THE CITY COUNCIL MEETINGS HELD ON SEPTEMBER 01, 2026 (SPECIAL) AND SEPTEMBER 15, 2026 (REGULAR)

B. CONSENT AND APPROVAL OF AN UPDATE TO THE PRIMROSE ATHLETIC FACILITY USE POLICY REGARDING THE ADDITION OF FOOD TRUCK FEES AND POLICIES

C. CONSENT AND APPROVAL OF ORDINANCE NO. 2026-1556 AUTHORIZING UPDATED SERVICE CREDITS AND A COST-OF-LIVING ADJUSTMENT UNDER THE TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)

D. CONSENT AND APPROVAL TO USE GOVMVT CONTRACT NO. 24-6800 TO PURCHASE UTILITY SUPPLIES FROM USA BLUEBOOK

E. CONSENT AND APPROVAL TO USE THE SOLE SOURCE, AQUAMETRIC, FOR SENSUS METERS AND SERVICES

F. CONSENT AND APPROVAL TO USE TIPS CONTRACT NO. 23010401 TO PURCHASE METER RELATED SUPPLIES FROM ACCURATE UTILITY SUPPLY

G. CONSENT AND APPROVAL TO USE TIPS CONTRACT NO. 26010402 WITH TRON ELECTRIC

H. CONSENT AND APPROVAL TO USE TIPS CONTRACT NO. 24010401 WITH

VECTOR CONTROLS

I. CONSENT AND APPROVAL OF RESOLUTION NO. 2026-721 PROCEDURES FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES

J. CONSENT AND APPROVAL OF ORDINANCE NO. 2026-1555 ESTABLISHING AN IMPACT FEE CONSERVATION CREDIT

K. CONSENT AND APPROVAL OF THE FULSHEAR COMMONS FINAL PLAT

L. CONSENT AND APPROVAL OF AN ELECTRIC EASEMENT TO BE CONVEYED TO CENTERPOINT ENERGY FOR THE PURPOSES OF PROVIDING POWER TO A CELL TOWER AND ANTENNA AT PRIMROSE PARK

M. CONSENT AND APPROVAL OF AMENDING THE REGIONAL DETENTION CAPACITY AND NSF FEES WITHIN THE FEE SCHEDULE

N. CONSENT AND APPROVAL FOR AMENDMENT NO. 5 TO AGREEMENT NO. 20200-54 FOR THE DESIGN OF DOWNTOWN EASTSIDE DRAINAGE (4TH STREET) - PHASE I & PHASE II (CMET)

O. CONSENT AND APPROVAL TO AUTHORIZE THE MAYOR TO APPROVE A RIGHT OF WAY DEDICATION ALONG WOODS ROAD FROM THE CITY OF FULSHEAR TO FORT BEND COUNTY

IX. BUSINESS

A. CONSIDERATION AND POSSIBLE ACTION REGARDING THE TIP STRATEGIES ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE PROPOSAL

B. CONSIDERATION AND POSSIBLE ACTION REGARDING A COST SHARING AGREEMENT FOR THE CONSTRUCTION OF ST27D: HUGGINS DRIVE EXTENSION (CHARGER WAY CONNECTION)

C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1540, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FULSHEAR, TEXAS ZONING CODE, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 91.1 ACRES OF LAND OUT THE 0076 JNO RANDON AND 00259 C FULSHEAR IN FORT BEND COUNTY, TEXAS AS WATERS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE

D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1541, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING THE OFFICIAL CHAPTER 28, "COORDINATED DEVELOPMENT ORDINANCE (CDO)", ARTICLE II OF THE FULSHEAR CODE, DISSOLVING THE WALLIS

STREET PLANNED UNIT DEVELOPMENT (PUD) AND REPLACING IT WITH THE WATERS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE

E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, LLC., FULSHEAR EQUINE, LLC., MASON EQUEST INVESTMENT, LLC., AND LOUIS A. WATERS

F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, AND FULSHEAR INVESTMENTS, LLC.

G. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A UTILITY AGREEMENT FOR REALLOCATION OF UTILITY CONNECTIONS UNDER UTILITY AGREEMENT AMONG THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, LLC., FULSHEAR EQUINE, LLC., MASON EQUEST INVESTMENT, LLC., LOUIS A. WATERS, PULTE HOMES OF TEXAS, L.P., FULSHEAR WF-I LAND, LLC., AND INTEGRATED FULSHEAR II SLP, LLC.

H. CONSIDERATION AND POSSIBLE ACTION REGARDING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FULSHEAR AND 1093 FTS LLC REGARDING THE DEVELOPMENT AND FINANCING OF THE FULSHEAR TOWN SQUARE PROJECT

I. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1549, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS GRANTING A SPECIFIC USE PERMIT FOR A CELLULAR ANTENNA LOCATED AT 27500 FULSHEAR BEND DRIVE, FULSHEAR, TX, 77441, BEING IN THE SEMI-URBAN RESIDENTIAL DISTRICT; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE

J. CONSIDERATION AND POSSIBLE ACTION REGARDING THE SELECTION OF A TEXAS MUNICIPAL LEAGUE (TML) REGION 14 DIRECTOR

K. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2026-722, APPOINTING DIRECTORS TO THE BOARD OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION, A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

L. CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE REVISED CITY OF FULSHEAR EMPLOYEE HANDBOOK

M. CONSIDERATION AND POSSIBLE ACTION REGARDING E-BIKES AND OTHER SIMILAR DEVICES

N. CONSIDERATION AND POSSIBLE ACTION REGARDING BOARD/COMMISSION ATTENDANCE AND CODE OF CONDUCT

X. EXECUTIVE SESSION

A.

EXECUTIVE SESSION - CLOSED SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551, GOVERNMENT CODE), CONSULT WITH THE ATTORNEY AND DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY FOR PARK LAND ACQUISITION

B.

EXECUTIVE SESSION - CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE § 551.071 (CONSULTATION WITH ATTORNEY) TO DELIBERATE AND CONSULT WITH LEGAL COUNSEL REGARDING SETTLEMENT AGREEMENT REGARDING A BOUNDARY JURISDICTIONAL DISPUTE RELATED TO PROPERTIES ASSOCIATED WITH THE HERITAGE BEND DEVELOPMENT AND MUNICIPAL UTILITY DISTRICT 277

XI. ACTION FROM EXECUTIVE SESSION

A. DISCUSS AND CONSIDER PROPERTIES FOR PARK LAND ACQUISITION

B. DISCUSS AND CONSIDER SETTLEMENT AGREEMENT MUNICIPAL UTILITY DISTRICT 277 AND RELATED PARTIES REGARDING BOUNDARY DISPUTE

XII. CONSIDERATION AND POSSIBLE ACTION RELATING TO ABSENCES

IN ACCORDANCE WITH SECTION 3.10 (d) OF THE CITY OF FULSHEAR HOME-RULE CHARTER, PAST ABSENCES DUE TO SICKNESS MAY BE EXCUSED, AND LEAVES OF ABSENCE FOR FUTURE ABSENCES MAY BE GRANTED. ANY ACTION TO EXCUSE A PAST ABSENCE IS DEEMED TO INCLUDE A FINDING THAT THE ABSENCE WAS TO DUE TO SICKNESS UNLESS THE ACTION INDICATES OTHERWISE.

XIII. ADJOURNMENT

NOTE: IN COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT, THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR ACCOMMODATIONS OR INTERPRETIVE SERVICE MUST BE MADE AT LEAST 48 BUSINESS HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT 218-346-1796 FOR FURTHER INFORMATION.

I, MARIELA RODRIGUEZ, CITY SECRETARY OF THE CITY, DO HEREBY CERTIFY THAT THE ABOVE NOTICE OF MEETING AND AGENDA FOR THE CITY COUNCIL OF FULSHEAR, TEXAS WAS POSTED ON WEDNESDAY, OCTOBER 14, 2026 BY 5:00 P.M. IN A PLACE CONVENIENT AND READILY ACCESSIBLE AT ALL TIMES TO THE GENERAL PUBLIC, IN COMPLIANCE WITH CHAPTER 551, TEXAS GOVERNMENT CODE.

_____

MARIELA RODRIGUEZ, CITY SECRETARY

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: City Secretary
PRESENTER:

ITEMS: VIII.A
PREPARED BY: Mariela Rodriguez

SUBJECT: CONSENT AND APPROVAL OF THE MINUTES FROM THE CITY COUNCIL MEETINGS HELD ON SEPTEMBER 01, 2026 (SPECIAL) AND SEPTEMBER 15, 2026 (REGULAR)

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

The City Secretary's office has prepared the attached minutes from the September 01, 2026 (Special) and September 15, 2026 (Regular) meetings.

RECOMMENDATION

City staff recommends Council approve the minutes as prepared.

ATTACHMENTS:

09.01.26 Draft Minutes (Special).pdf
09.15.26 Draft Minutes (Regular).pdf

6611 W. Cross Creek Bend Lane, PO Box 279
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.FulshearTexas.gov

CITY COUNCIL:

MAYOR: Don McCoy

COUNCIL MEMBER AT-LARGE: Camron K Miller

COUNCIL MEMBER AT-LARGE: Kimberly Bow

MAYOR PRO-TEM/DISTRICT 1: Sarah B Johnson

COUNCIL MEMBER DISTRICT 2: Abhijeet Utturkar

COUNCIL MEMBER DISTRICT 3: Omar Pena

COUNCIL MEMBER DISTRICT 4: Richard Russell

COUNCIL MEMBER DISTRICT 5: Randy Connor

SPECIAL CITY COUNCIL MEETING MINUTES
September 1, 2026

i. CALL TO ORDER

A SPECIAL CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR MCCOY AT THE FULSHEAR MUNICIPAL COMPLEZ 6611 W. CROSS CREEK BEND LANE, FULSHEAR, TEXAS AT 6:00PM.

ii. QUORUM AND ROLL CALL

THE CITY SECRETARY DID ROLL CALL.

A QUORUM WAS PRESENT.

COUNCIL PRESENT:
CAMRON MILLER
SARAH B. JOHNSON
ABHIJEET UTTURKAR
DON MCCOY
OMAR PENA
RICHARD RUSSELL
RANDY CONNOR
KIMBERLY BOW

STAFF PRESENT:
ATTORNET
ZACH GOODLANDER
MARIELA RODRIGUEZ
KELSEE LEE
KATIE LEWIS

JESUS ESCOBAR
JOSH BROTHERS
MARIAH LIENDRO
CLIFF BROUHARD
ANGELA ALVARADO
HEIDY TAYLOR
BEN GLYNN
MICKEY MAHONEY

OTHERS PRESENT:

BILL CLIFFORD

AND 18 OTHERS THAT DID NOT
SIGN IN

iii. INVOCATION

INVOCATION WAS GIVEN BY R.T. DUKES III, FULSHEAR HIGH SCHOOL STUDENT.

iv. PLEDGE OF ALLEGIANCE TO THE US FLAG

I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL.

v. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE

THE PLEDGE OF ALLEGIANCE TO THE U.S. FLAG AND TEXAS FLAG WAS LED BY MAYOR MCCOY.

vi. CITIZEN COMMENTS

THIS IS AN OPPORTUNITY FOR CITIZENS TO SPEAK TO COUNCIL RELATING TO AGENDA AND NON-AGENDA ITEMS. SPEAKERS ARE ADVISED THAT COMMENTS CANNOT BE RECEIVED ON MATTERS WHICH ARE THE SUBJECT OF A PUBLIC HEARING ONCE THE HEARING HAS BEEN CLOSED. SPEAKERS ARE REQUIRED TO REGISTER IN ADVANCE AND MUST LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

NED BENNETT SANDLIN, GENERAL COUNSEL WITH DENTON NAVARRO

RODRIGUEZ BERNAL SANTEE & ZECH, P.C., INTRODUCED HIMSELF AS THE CITY'S LEGAL COUNSEL FOR THE MEETING.

BILL CLIFFORD, RESIDENT OF FULSHEAR RUN, SPOKE IN SUPPORT OF THE PROPOSED TAX INCREASE.

vii. PROCLAMATIONS AND AWARDS

A. MAYOR'S "FULSHEAR IS WHERE THE HEART IS" AWARD

MAYOR MCCOY PRESENTED "FULSHEAR IS WHERE THE HEART IS" AWARDS TO

- *DANIEL JIMENEZ*
- *LUCAS WEATHERWAX*
- *R.T. DUKES III*

viii. PUBLIC HEARING

A. NOTICE OF PUBLIC HEARING FISCAL YEAR 2027 PROPOSED BUDGET

The City of Fulshear will hold a public hearing to be held by the City Council on Tuesday, September 1st, 2026, at 6:00 p.m., the hearing will be held in the Fulshear Municipal Complex, 6611 W. Cross Creek Bend Ln., Fulshear, Texas 77441.

This budget will raise more revenue from property taxes than last year's budget by an amount of $1,411,547, which is a 15.01 percent increase from last year's budget. The property tax revenue to be raised from new property added to the tax roll this year is $45,413.

The proposed budget may be inspected by appointment only in the Office of the City Secretary, City of Fulshear Municipal Complex, 6611 W. Cross Creek Bend Ln., Fulshear, Texas, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Thursday and 8:00 a.m. and 3:00 p.m. on Friday; please call 281-346-1796 to schedule an appointment. The budget is available at www.fulsheartexas.gov

The public many comment in person at the public hearing, provide written comments either through the mail at the City Hall, W. Cross Creek Bend Ln., Fulshear, Texas, 77441, or e-mail to mrodriguez@fulsheartexas.gov. Any written comments will be included with information provided to the city council for their consideration.

Members of the public are encouraged to provide input through any means

available and/or to attend the public hearing.

MAYOR MCCOY OPENED THE HEARING AT 6:17PM

NO ONE WISHED TO SPEAK.

MAYOR MCCOY CLOSED THE HEARING AT 6:17PM

B. NOTICE OF PUBLIC HEARING ON TAX INCREASE FOR TAX YEAR 2027

A tax rate of $0.193100 per $100 valuation has been proposed by governing body of City of Fulshear

PROPOSED TAX RATE	$0.193100 per $100
NO-NEW REVENUE TAX RATE	$0.159522 per $100
VOTER-APPROVAL TAX RATE	$0.204901 per $100

The no-new-revenue tax rate is the tax rate for the 2026 tax year that will raise the same amount of property tax revenue for the City of Fulshear from the same properties in both the 2025 tax year and the 2026 tax year.

The voter-approval rate is the highest tax rate the City of Fulshear may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that the City of Fulshear is proposing to increase property tax for the 2026 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON SEPTEMBER 1, 2026, AT 6:00 PM AT FULSHEAR MUNICIPAL COMPLEX, 6611 W. CROSS CREEK BEND LN. FULSHEAR, TX 77441.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, City of Fulshear is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the City Council of City of Fulshear at their offices or by attending the public hearing mentioned above.

YOUR TAXES OWED UNDER ANY OF THE RATES MENTIONED ABOVE CAN BE CALCULATED AS FOLLOWS:

Property tax amount = (tax rate) x (taxable value of your property)/100

FOR the proposal:	Mayor Pro-Tem District 1 Sarah B. Johnson	District 2 Councilmember Abhijeet Utturkar
	District 4 Councilmember Richard Russell	District 5 Councilmember Randy Connor

	Councilmember At-Large Camron Miller	Councilmember At-Large Kimberly Bow
AGAINST the proposal:	District 3 Councilmember Omar Pena	
PRESENT and not voting:	Mayor Don McCoy	
ABSENT:	None	

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by City of Fulshear last year to the taxes proposed to be imposed on the average residence homestead by City of Fulshear this year.

	2025	**2026**	**Change**
Total tax rate (per $100 of value)	$0.167903	$0.193100	increase of 0.025197 per $100, or 15.01%
Average homestead taxable value	$518,800	$527,823	increase of 1.72%
Tax on average homestead	$871.22	$1,019.23	increase of $148.01, or 16.99%
Total tax levy on all properties	$8,746,326	$10,817,543	increase of $2,071,217, or 23.68%

For assistance with tax calculations, please contact the tax assessor for City of Fulshear at 281-341-3710 or FBCTaxInfo@fbctx.gov, or visit www.fbctx.gov for more information.

MAYOR MCCOY OPENED THE HEARING AT 6:24PM.

NO ONE WISHED TO SPEAK

MAYOR MCCOY CLOSED THE HEARING AT 6:24PM.

ix. <u>CONSENT</u>

ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND ARE GENERALLY ENACTED IN ONE MOTION, THE EXCEPTION TO THIS RULE IS THAT COUNCIL MEMBER(S) MAY REQUEST ONE OR MORE ITEMS TO BE REMOVED FROM THE CONSENT AGENDA FOR A SEPARATE DISCUSSION AND ACTION.

A. CONSENT AND APPROVAL OF A COUNCIL CHAMBER RENTAL AGREEMENT WITH FORT BEND COUNTY MUD 245 (DEL WEBB FULSHEAR) FOR AN ADDITIONAL YEAR

B. CONSENT AND APPROVAL OF THE TXCR INTERLOCAL COOPERATION CONTRACT

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO APPROVE ITEMS A AND B. IT WASA SECONDED BY MAYOR PRO-TEM JOHNSON. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

x. <u>BUSINESS</u>

A. CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2026-720, A RESOLUTION OF THE CITY OF FULSHEAR APPOINTING MEMBERS TO THE CITY'S PLANNING AND ZONING COMMISSION

COUNCIL PROVIDED DIRECTION REGARDING THE PROCESS TO BE FOLLOWED WHEN VACANCIES OCCUR ON CITY BOARDS AND COMMISSIONS.

A MOTION WAS MADE BY COUNCIL MEMBER RUSSELL TO APPROVE RESOLUTION NO. 2026-720, A RESOLUTION OF THE CITY OF FULSHEAR APPOINTING MEMBERS TO THE CITY'S PLANNING AND ZONING COMMISSION AND APPOINT JAMES DULAK. IT WAS SECONDED BY COUNCIL MEMBER UTTURKAR. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

B. CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 2026-718, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (1ST READING)

ANNEL ANSWERED QUESTIONS FROM COUNCIL.

C. CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 2026-718, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION (CDC), A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO APPROVE RESOLUTION NO. 2026-718, IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

D. CONSIDERATION OF RESOLUTION NO. 2026-719, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (1ST READING)

ANNEL ANSWERED QUESTIONS FROM COUNCIL.

COUNCIL MEMBER UTTURKAR REQUESTED KPI'S.

E. CONSIDERATION AND POSSIBLE ACTION ON RESOLUTION NO. 2026-719, A RESOLUTION OF THE CITY OF FULSHEAR, TEXAS AUTHORIZING PROJECTS OF THE FULSHEAR DEVELOPMENT CORPORATION (FDC), A TYPE "B" ECONOMIC DEVELOPMENT SALES TAX CORPORATION (2ND READING)

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO APPROVE RESOLUTION NO. 2026-719, IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1554 REGARDING ADOPTION OF THE FY2027 OPERATIONS AND CAPITAL BUDGET. PURSUANT TO TEXAS GOV. CODE SEC. 551.043 (c)(2), AND AS REQUIRED UNDER TEXAS GOV. CODE SEC. 551 AS AMENDED BY HB 1552, EFFECTIVE SEPTEMBER 1, 2025, THE TAXPAYER IMPACT STATEMENT IS INCLUDED

ANGELA ALVARADO PRESENTED THE FOLLOWING SLIDES AND ANSWERED QUESTIONS FROM COUNCIL:

FY2027 BUDGET & PROPERTY TAX RATE

- *BUDGET TIMELINE & LOOK AHEAD*
- *PUBLIC HEARING INFORMATION*
- *FULSHEAR'S TAX COMPARISON*
- *REVENUE COMPARISON*
- *FY2027 PROPOSED TAX RATE*
- *CIP OVERVIEW- CITY WIDE*
- *TAX RATE HISTORY & FY2027 PROPOSAL*

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO ALLOCATE A TAX OF 18.698 FOR THE FOLLOWING PROJECT TOWARDS NEXT YEARS BUDGET
RED BIRD LANE EASEMENT ACQUISITION
SHADE STRUCTURES FOR EAGLE LANDING PARK
BUILDING REPAIRS FOR CITY HALL AND POLICE - $100,000.00
BACKUP GENERATOR AT LIFT STATION
LIFT PUMPS AT $30,000.00

THERE WAS NOT SECOND AND COUNCIL MEMBER UTTURKAR WITHDREW HIS MOTION.

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO APPROVE THE BUDGET AS PRESENTED. IT WAS SECONDED BY COUNCIL MEMBER RUSSELL.

A MOTION WAS MADE BY COUNCIL MEMBER PENA TO ADOPT THE BUDGET AT .1905. IT WAS SECONDED BY MAYOR PRO-TEM JOHNSON. THE MOTION WAS CARRIED BY THE FOLLOWING ROLL CALL VOTE:

MILLER-NAY
JOHNSON- AYE
UTTURKAR-NAY
PENA-AYE
RUSSELL-AYE
CONNOR-AYE
BOW-AYE

ABSTAIN:
ABSENT:

MOTION APPROVED

***FOR THE FULL DISCUSSION REFER TO THE CITY'S WEBSITE TO VIEW*

*THE VIDEO***

*** LEGAL COUNSEL DID NOT ADVISE THAT A VOTE ON THE ORIGINAL MOTION WAS NECESSARY, NOR THAT AN ADDITIONAL MOTION WAS REQUIRED TO INCLUDE THE PROJECTS***

G. RATIFY THE PROPERTY TAX INCREASE REFLECTED IN THE BUDGET

A MOTION WAS MADE BY COUNCIL MEMBER RUSSELL TO RATIFY THE PROPERTY TAX INCREASE REFLECTED IN THE BUDGET. IT WAS SECONDED BY COUNCIL MEMBER PENA. THE MOTION WAS CARRIED BY THE FOLLOWING ROLL CALL VOTE:

MILLER-NAY
JOHNSON- AYE
UTTURKAR-NAY
PENA-AYE
RUSSELL-AYE
CONNOR-AYE
BOW-AYE

ABSTAIN:
ABSENT:

MOTION APPROVED

H. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1553 REGARDING ADOPTION OF THE TAX RATE FOR TAX YEAR 2026

A MOTION WAS MADE BY COUNCIL MEMBER BOW THAT THE PROPERTY TAX RATE BE INCREASED BY THE ADOPTION OF A TAX RATE OF $0.1905 WHICH IS EFFECTIVELY A 19.4% INCREASE IN THE TAX RATE. IT WAS SECONDED BY COUNCIL MEMBER PENA. THE MOTION WAS CARRIED BY THE FOLLOWING ROLL CALL VOTE:

MILLER-NAY
JOHNSON- AYE
UTTURKAR-NAY
PENA-AYE
RUSSELL-AYE
CONNOR-AYE
BOW-AYE

ABSTAIN:
ABSENT:

MOTION APPROVED

xi. EXECUTIVE SESSION

A. EXECUTIVE SESSION – CLOSED SESSION IN ACCORDANCE WITH SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT (CHAPTER 551,GOVERNMENT CODE), CONSULTATION WITH ATTORNEY. A GOVERNMENTAL BODY MAY NOT CONDUCT A PRIVATE CONSULTATION WITH ITS ATTORNEY EXCEPT: (1) WHEN THE GOVERNMENTAL BODY SEEKS THE ADVICE OF ITS ATTORNEY ABOUT: (A) PENDING OR CONTEMPLATED LITIGATION; OR (B) A SETTLEMENT OFFER; OR (2) ON A MATTER IN WHICH THE DUTY OF THE ATTORNEY TO THE GOVERNMENTAL BODY UNDER THE TEXAS DISCIPLINARY RULES OF PROFESSIONAL CONDUCT OF THE STATE BAR OF TEXAS CLEARLY CONFLICTS WITH CHAPTER 551, GOVERNMENT CODE

- **NORTH FORT BEND WATER AUTHORITY (NFBWA)**

A MOTION WAS MADE BY COUNCIL MEMBER PENA TO MOVE INTO EXECUTIVE SESSION IN ACCORDANCE TO SECTION 551.071. IT WAS SECONDED BY COUNCIL MEMBER MILLER. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

MAYOR MCCOY ADJOURNED INTO EXECUTIVE SESSION AT 8:20PM
MAYOR MCCOY RECONVENED THE SPECIAL MEETING AT 8:40PM

xii. ACTION FROM EXECUTIVE SESSION

A. NORTH FORT BEND WATER AUTHORITY

THERE WAS NO ACTION FROM EXECUTIVE SESSION

xiii. ADJOURNMENT

A MOTION WAS MADE BY COUNCIL MEMBER CONNOR TO ADJOURN, IT WAS SECONDED BY COUNCIL MEMBER UTTURKAR. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

MAYOR MCCOY ADJOURNED THE SPECIAL MEETING AT 8:41PM

_____
DON MCCOY, MAYOR

ATTEST:

_____
MARIELA RODRIGUEZ, CITY SECRETARY

6611 W. Cross Creek Bend Lane, PO Box 279
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.FulshearTexas.gov

CITY COUNCIL:

MAYOR: Don McCoy

COUNCIL MEMBER AT-LARGE: Camron K Miller

COUNCIL MEMBER AT-LARGE: Kimberly Bow

MAYOR PRO-TEM/DISTRICT 1: Sarah B Johnson

COUNCIL MEMBER DISTRICT 2: Abhijeet Utturkar

COUNCIL MEMBER DISTRICT 3: Omar Pena

COUNCIL MEMBER DISTRICT 4: Richard Russell

COUNCIL MEMBER DISTRICT 5: Randy Connor

REGULAR CITY COUNCIL MEETING MINUTES
September 15, 2026

I. CALL TO ORDER

A REGULAR CITY COUNCIL MEETING WAS CALLED TO ORDER BY MAYOR PRO-TEM JOHNSON AT THE FULSHEAR MUNICIPAL COMPLEX, 6611 W. CROSS CREEK BEND LANE, FULSHEAR, TEXAS AT 6:01PM.

II. QUORUM AND ROLL CALL

THE CITY SECRETARY DID ROLL CALL.

QUORUM WAS PRESENT.

COUNCIL PRESENT:
CAMRON MILLER
ABHIJEET UTTURKAR
SARAH B. JOHNSON
OMAR PENA
RICHARD RUSSELL
RANDY CONNOR
KIMBERLY BOW

COUNCIL ABSENT:
DON MCCOY

CITY STAFF PRESENT:
ZACH GOODLANDER
KELSEE LEE
MARIELA RODRIGUEZ

CHARLIE ZECH
KATIE LEWIS
JOSH BROTHERS
MEREDITH DUSEK
JESUS ESCOBAR
ANGELA ALVARADO
MICHEY MAHONEY
HEIDY TAYLOR
CASSIE LEAL
BEN GLYNN
MARIAH LIENDRO
CLIFF BROUHARD
BILL HENRY
KEVIN ZIESCHANG

OTHERS PRESENT:
BILL CLIFFORD
TAJANA SURLAN
ADAMN SCHOOF
HSS
JAYA
NANCY
PADMIRI
VANI
BOB GORDON
NICHELLE NOBILE
JOHN NOBILE
ANOOP R.
KELLI GORADIA
KATHY WARD
KAREN NELSON
CHERYL CLEARY
JOHN H.
DAVID J.
BONNIE TYLER BUELL
SONYA BOYDSTON
ROXANNE LABEU
JOHN PROFFITT
JOHN DOWDALL
TRACY LYNOU
CAROL LYNCH
RANDY S.
KRISTI SCOTT
JEFF TOMBERTA
AND 44 OTHERS THAT DID NOT SIGN IN

III. INVOCATION

INVOCATION WAS GIVEN BY FATHER DAT

IV. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG

I PLEDGE ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA AND TO THE REPUBLIC FOR WHICH IT STANDS, ONE NATION UNDER GOD, INDIVISIBLE, WITH LIBERTY AND JUSTICE FOR ALL.

V. PLEDGE OF ALLEGIANCE TO THE TEXAS FLAG

HONOR THE TEXAS FLAG; I PLEDGE ALLEGIANCE TO THEE, TEXAS, ONE STATE UNDER GOD, ONE AND INDIVISIBLE

THE PLEDGE OF ALLEGIANCE TO THE U.S. FLAG AND TEXAS FLAG WAS LED BY MAYOR PRO-TEM JOHNSON.

VI. CITIZEN COMMENTS

THIS IS AN OPPORTUNITY FOR CITIZENS TO SPEAK TO COUNCIL RELATING TO AGENDA AND NON-AGENDA ITEMS. SPEAKERS ARE ADVISED THAT COMMENTS CANNOT BE RECEIVED ON MATTERS WHICH ARE THE SUBJECT OF A PUBLIC HEARING ONCE THE HEARING HAS BEEN CLOSED. SPEAKERS ARE REQUIRED TO REGISTER IN ADVANCE AND MUST LIMIT THEIR COMMENTS TO THREE (3) MINUTES.

BILL CLIFFORD, RESIDENT OF FULSHEAR RUN, SPOKE REGARDING THE HOME DEPOT CHAPTER 380 AGREEMENT AND THE MASTER SIGN PLAN.

TAJANA SPOKE REGARDING COMMERCIAL DEVELOPMENT AND HOME DEPOT.

ADAM SHOOF, AN ELECTED OFFICIAL OF FORT BEND COUNTY AND FORMER POLICE OFFICER, STATED THAT HE WAS SPEAKING IN HIS PERSONAL CAPACITY AND READ A PREPARED STATEMENT REGARDING POLICE CHIEF KENNY SEYMOUR.

KRISTI SCOTT, WIFE OF FORMER POLICE OFFICER CHARLIE SCOTT, READ A PERSONAL STATEMENT REGARDING POLICE CHIEF KENNY SEYMOUR.

A REPRESENTATIVE OF HSS SPOKE REGARDING UNIVERSAL ONENESS AND ITS PURPOSE.

JAYA M., RESIDENT OF CROSS CREEK RANCH, SPOKE IN OPPOSITION TO THE PROPOSED LOCATION OF THE CELL TOWER, CITING CONCERNS REGARDING THE POTENTIAL EFFECTS ON HER COMMUNITY, AND REQUESTED THAT THE PROJECT BE PAUSED.

BOB GORDON, RESIDENT OF WESTON LAKES, SPOKE REGARDING THE TAX RATE AND REQUESTED INFORMATION REGARDING THE COMMERCIAL VERSUS RESIDENTIAL PORTION OF THE TAX BASE, MONTHLY SALES TAX REVENUE, AND THE AMOUNT OF RESIDENT SPENDING THAT LEAVES THE CITY.

KATHY WARD, RESIDENT OF LEA LANE, SPOKE REGARDING THE ORDINANCE ADDRESSING THROUGH TRUCK TRAFFIC ON NON-MAJOR ROADWAYS.

VII. PROCLAMATIONS AND AWARDS

A. FETAL ALCOHOL SPECTRUM DISORDER PROCLAMATION

MAYOR PRO-TEM JOHNSON READ AND PRESENTED THE PROCLAMATION.

B. CONSTITUTION WEEK PROCLAMATION

COUNCIL MEMBER CONNOR READ AND PRESENTED THE PROCLAMATION TO THE DAUGHTERS OF THE AMERICAN REVOLUTION, ON BEHALF ON MAYOR PRO-TEM JOHNSON.

C. CZECH HERITAGE MONTH PROCLAMATION

COUNCIL MEMBER PENA READ THE PROCLAMATION ON BEHALF OF MAYOR PRO-TEM JOHNSON.

D. UNIVERSAL ONENESS DAY PROCLAMATION

COUNCIL MEMBER UTTURKAR READ AND PRESENTED THE PROCLAMATION ON BEHALF OF MAYOR PRO-TEM JOHNSON.

VIII. CITY MANAGER

BRIEFINGS OR UPDATES MAY BE PROVIDED REGARDING CITY SERVICES, ADMINISTRATIVE/PERSONNEL MATTERS, REAL ESTATE/DEVELOPMENT, INFRASTRUCTURE, EVENTS, REGULATIONS, COMMUNITY, AND

INTERGOVERNMENTAL RELATIONS ISSUES.

A. CHANGES TO VARIOUS CITY STAFF MEMBERS

ZACH GOODLANDER PRESENTED THE FOLLOWING STAFF UPDATES:

PROMOTIONS

- *BILL HENRY – POLICE CAPTAIN*
- *KEVIN ZIESCHANG – POLICE LIEUTENANT*

THE FOLLOWING FOUR CADETS GRADUATED THE ACADEMY AND ARE NOW SWORN POLICE OFFICERS:

- *DANIEL KARMOUT*
- *JUSTIN MARTIN*
- *WESELY SAENZ*
- *DYLAN WOLFF*

NEW HIRES

- *TONY PINTI – PARKS MAINTENANCE WORKER I*
- *DEVIN HOLLIS-BARNETT – POLICE OFFICER*

DEPARTURES

- *RAYMOND PADILLA - MAINTENANCE WORKER II*

B. OCTOBER-DECEMBER COUNCIL MEETINGS

ZACH ANNOUNCED THAT NO SPECIAL CITY COUNCIL MEETINGS ARE ANTICIPATED FOR THE MONTHS OF OCTOBER THROUGH DECEMBER UNLESS NEEDED.

IX. PUBLIC HEARING

A.

THE CITY OF FULSHEAR WILL HOLD A PUBLIC HEARING REGARDING PROPOSED ZONING REGULATION TEXT AMENDMENTS TO THE CITY OF FULSHEAR COORDINATED DEVELOPMENT ORDINANCE (CDO), SPECIFICALLY:

1. **ARTICLE II, AMENDING REGULATIONS FOR 2-ACRE PROPERTIES IN THE ESTATE RESIDENTIAL DISTRICT;**
2. **ARTICLE III, AMENDING REQUIREMENTS FOR THE NATURAL MANAGEMENT OF STORM WATER (LOW IMPACT DEVELOPMENT); AND**
3. **ARTICLE IV, AMENDING REGULATIONS RELATED TO THE WILDLIFE IMPACT ANALYSIS.**

MAYOR PRO-TEM JOHNSON OPENED THE HEARING AT 6:48PM.

JOHN DOWDALL, RESIDENT OF BOIS D'ARC, SPOKE IN OPPOSITION TO THE PROPOSED DEVELOPMENT. HE STATED THAT HE CONDUCTED A SOCIAL MEDIA POLL REGARDING DRAINAGE ON ONE OF THE ACRES, WITH 100 PARTICIPANTS RESPONDING "NO," AND REQUESTED CLARIFICATION REGARDING THE TWO ACRES REFERENCED.

KATHY WARD, LEA LANE RESIDENT, SPOKE AGAINST THIS DEVELOPMENT.

TAJANA SURLAN, SPOKE AGAINST THIS DEVELOPMENT.

MAYOR PRO-TEM JOHNSON CLOSED THE HEARING AT 7:06PM

B. CONDUCT A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST FOR A SPECIFIC USE PERMIT PURSUANT TO SECTIONS 28-2-17(A), (B), AND (C) OF THE CITY OF FULSHEAR COORDINATED DEVELOPMENT ORDINANCE, TO AUTHORIZE THE CONSTRUCTION AND OPERATION OF A TELECOMMUNICATIONS TOWER AS A USE PERMITTED BY SPECIFIC USE PERMIT UNDER TABLE 28-2-8-3, ON PROPERTY DESCRIBED AS 0322 A G SHARPLESS, BLOCK 1 ACRES 71.9572, FORT BEND COUNTY, TEXAS, LOCATED AT 27500 FULSHEAR BEND, FULSHEAR, TEXAS 77441, IN THE SEMI URBAN (SU) DISTRICT.

MAYOR PRO-TEM JOHNSON OPENED THE HEARING AT 7:07PM.

BILL CLIFFORD SPOKE EXPLAINED WHY P&Z APPROVED THE ITEM.

KELLY G, 28035 CASTLE PARK LANE, STATED HER SAFETY CONCERNS ON THE CELL TOWERS LOCATION.

ANOOP R., RESIDENT OF CCR, SPOKE AGAINST THE CELL TOWER LOCATION AND STATED HIS SAFETY CONCERNS.

RESIDENT OF CCR, 3834 DESSERTS SPRINGS LANE, REQUESTED COUNCIL RECONSIDER THE LOCATION OF THE TOWER.

JOHN H., RESIDENT OF ENCHANTED SHORES LANE SPOKE AGAINST LOCATION OF THE CELL TOWER AND STATED HIS SAFETY CONCERNS.

VARSSHA N., RESIDENT OF CCR, SUBMITTED AN OPPOSITION TO THE PROPOSED CELL TOWER AND EXPLAINED HER CONCERNS.

JAYA M., RESIDENT OF ENCHANTED SHORES LANE, SPOKE AGAINST THE PROPOSED CELL TOWER AND STATED HER CONCERNS.

TAJANA SURLAN RESIDENT OF FULSHEAR LAKES,

PADARINI P., RESIDENT OF ENCHANTED SHORES LANE, SPOKE AGAINST THE LOCATION OF THE PROPOSED CELL TOWER AND STATED HER SAFETY CONCERNS.

MAYOR PRO-TEM JOHNSON CLOSED THE HEARING AT 7:25PM

C.

CONDUCT A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT ON A REQUEST FOR A SPECIFIC USE PERMIT PURSUANT TO SECTIONS 28-2-17(A), (B), AND (C) OF THE CITY OF FULSHEAR COORDINATED DEVELOPMENT ORDINANCE, TO AUTHORIZE THE CONSTRUCTION AND OPERATION OF A LIQUOR STORE AS A USE PERMITTED BY SPECIFIC USE PERMIT UNDER TABLE 28-2-13-2, ON PROPERTY DESCRIBED AS FULSHEAR, BLOCK 3, LOTS 1 AND 2, FORT BEND COUNTY, TEXAS, LOCATED AT 8526 FM 359 RD, FULSHEAR, TEXAS 77441, IN THE DOWNTOWN DISTRICT (DD).

MAYOR PRO-TEM JOHNSON OPENED THE HEARING AT 7:26PM.

NO ONE WISHED TO SPEAK.

MAYOR PRO-TEM JOHNSON CLOSED THE HEARING AT 7:26PM

X. CONSENT ITEMS

ITEMS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED ROUTINE AND ARE GENERALLY ENACTED IN ONE MOTION, THE EXCEPTION TO THIS RULE IS THAT COUNCIL MEMBER(S) MAY REQUEST ONE OR MORE ITEMS TO BE REMOVED FROM THE CONSENT AGENDA FOR A SEPARATE DISCUSSION AND ACTION.

A. CONSENT AND APPROVAL OF THE MINUTES FROM THE CITY COUNCIL WORKSHOP AND MEETINGS HELD ON AUGUST 04, 2026 (SPECIAL), AUGUST 05, 2026 (WORKSHOP) AND AUGUST 18, 2026 (REGULAR)

B. CONSENT AND APPROVAL OF AWARD OF RFP NO. 2026-017, TERM CONTRACT FOR VEHICLE MAINTENANCE SERVICES, TO WESTSIDE CHEVROLET INC.

C. CONSENT AND APPROVAL OF HOUSTON METHODIST NAMING RIGHTS FOR PRIMROSE PARK AMPHITHEATER

D. CONSENT AND APPROVAL TO PURCHASE FROM HD SUPPLY UNDER GOVMVMT CONTRACT NO. 24-6800 NOT TO EXCEED $125,000

E. CONSENT AND APPROVAL OF THE FULSHEAR LAKES HILLSIDE SECTION 5 FINAL PLAT

F. CONSENT AND APPROVAL OF THE BEND AT FLEWELLEN WAY

SUBDIVISION FINAL PLAT

G. CONSENT AND APPROVAL OF CHANGE ORDER NO. 10 TO AGREEMENT NO. 2024-067 FOR PRIMROSE PARK PHASE II CONSTRUCTION

H. CONSENT AND APPROVAL OF THE FIRST AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT WITH FORT BEND COUNTY FOR THE COLLECTION OF AD VALOREM TAXES

I. CONSENT AND APPROVAL FOR THE PURCHASE OF ONE (1) JOHN DEERE TRACTOR WITH A DIAMOND 22-FOOT REAR CRADLE BOOM MOWER FROM SHOPPA'S FARM SUPPLY, INC. THROUGH THE SOURCEWELL CONTRACT NO. 032525-DMM, IN THE AMOUNT OF $169,500.00

J. CONSENT AND APPROVAL TO AUTHORIZE THE CITY MANAGER TO ESTABLISH A PURCHASE WITH HAYES BUSINESS SOLUTIONS LLC FOR TECHNOLOGY, COMMUNICATIONS, AUDIOVISUAL, AND SECURITY EQUIPMENT AND RELATED INSTALLATION, MAINTENANCE, AND SUPPORT SERVICES VIA OUR TIP CO-OPERATIVE CONTRACT NO. 251003

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO APPROVE CONSENT ITEMS A-J. IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

XI. BUSINESS

A. CONSIDERATION AND POSSIBLE ACTION ON A WATER SUPPLY AGREEMENT WITH NORTH FORT BEND WATER AUTHORITY

MAYOR PRO-TEM JOHNSON REQUESTED TO TAKE BUSINESS ITEM I. THERE WERE NO OBJECTIONS

GO TO BUSINESS ITEM I

COUNCIL MEMBER MILLER PROVIDED AN UPDATE REGARDING THE STRATEGIC WATER AND WASTEWATER INFRASTRUCTURE COMMITTEE. HE DISCUSSED THE COMMITTEE'S VARIOUS OBJECTIVES AND HIGHLIGHTED THE COST SAVINGS ACHIEVED THROUGH ITS EFFORTS.

A MOTION WAS MADE BY COUNCIL MEMBER MILLER TO APPROVE THE

WATER SUPPLY AGREEMENT WITH NORTH FORT BEND WATER AUTHORITY. IT WAS SECONDED BY COUNCIL MEMBER BOW. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

B. CONSIDERATION AND POSSIBLE ACTION REGARDING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH HOME DEPOT USA, INC.

KELSEE PROVIDED A BRIEF REVIEW AND WENT OVER SEVERAL OTHER ITEMS RELATED TO THE AGREEMENT AND PROJECT. SHE INFORMED COUNCIL THAT THE ONLY TEXT CHANGE WAS HOME DEPOT'S REQUEST TO REDUCE THE CAP ON THE INCENTIVE AGREEMENT FROM $2 MILLION TO $950,000. SEPARATELY, A TRAFFIC IMPACT ANALYSIS WAS COMPLETED AND SUBMITTED TO THE CITY ENGINEER FOR REVIEW.

MEMBERS OF THE HOME DEPOT TEAM WERE PRESENT AND RESPONDED TO QUESTIONS FROM COUNCIL REGARDING THE PROPOSED PROJECT AND INCENTIVE AGREEMENT.

A MOTION WAS MADE BY COUNCIL MEMBER PENA TO DENY THE CHAPTER 380. IT WAS SECONDED BY COUNCIL MEMBER MILLER. THE MOTION WAS CARRIED BY THE FOLLOWING ROLL CALL VOTE:

MILLER: AYE
UTTURKAR: AYE
JOHNSON: NAY
PENA: AYE
RUSSELL: NAY
CONNOR: AYE
BOW: NAY
ABSTAIN:
ABSENT:

MOTION APPROVED

C. CONSIDERATION AND POSSIBLE ACTION TO APPROVE A MASTER SIGN PLAN FOR HOME DEPOT

JOSH BROTHERS INTRODUCED THIS ITEM AND ANSWERED QUESTIONS FROM COUNCIL.

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO APPROVE THE

SIGN PLAN WITH THE RECOMMENDATIONS FROM THE P&Z IN ADDITION TO THE LIMIT OF 10 FEET IN HEIGHT IN LINE WITH OTHER SIGNS ON FM 1093 AND 1463 . IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

MAYOR PRO-TEM JOHNSON CALLED THE QUESTION. COUNCIL MEMBER MILLER SECONDED. THE CALL THE QUESTION WAS CARRIED BY THE FOLLOWING VOTES:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

COUNCIL MEMBER UTTURKAR REQUESTED TO AMENT HIS MOTION.

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO AMEND HIS ORIGINAL MOTION, AND TAKE OUT THE PORTION THAT RELATES TO THE 10FT HEIGHT LIMITATIONS AND STICK WITH THE THE P&Z RECOMMENDATIONS. IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

BACK TO THE ORIGINAL MOTION

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO APPROVE THE SIGN PLAN WITH THE RECOMMENDATIONS FROM THE P&Z IN ADDITION TO THE LIMIT OF 10 FEET IN HEIGHT IN LINE WITH OTHER SIGNS ON FM 1093 AND 1463 . IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES:
NAYS:BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
ABSTAIN:
ABSENT:

MOTION APPROVED

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO APPROVE THE MASTER SIGN PLAN FOR HOMEDEPOT WITH THE P&Z RECOMMENDATIONS. IT WAS SECONDED BY COUNCIL MEMBER RUSSELL.

THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES:
NAYS:BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
ABSTAIN:
ABSENT:

MOTION APPROVED

LEGAL COUNSEL PROVIDED GUIDANCE TO COUNCIL REGARDING THE PROPER ORDER AND PROCEDURE FOR MAKING THE MOTIONS

FOR THE FULL DISCUSSION REFER TO THE CITY'S WEBSITE TO VIEW THE VIDEO

D. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1549, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS GRANTING A SPECIFIC USE PERMIT FOR A CELLULAR ANTENNA LOCATED AT 27500 FULSHEAR BEND DRIVE, FULSHEAR, TX, 77441, BEING IN THE SEMI-URBAN RESIDENTIAL DISTRICT; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE

JOSH BROTHERS INTRODUCED THESE ITEM AND GAVE A BRIEF BACKGROUND. JOSH INTRODUCED KATIE HARMS WITH DIAMOND COMMUNICATIONS.

KATIE PRESENTED THE FOLLOWING SLIDES AND ANSWERED QUESTIONS FROM COUNCIL:

DIAMOND TOWERS V LLC

- *ABOUT DIAMOND COMMUNICATIONS*
- *CELL PHONE USAGE AND SAFETY*
- *1.5 MILE RADIUS- EXISTING TOWERS*
- *EXISTING WIRELESS COVERAGE FOR VERIZON*
- *PREDICTED WIRELESS COVERAGE FOR VERIZON*
- *ARIAL EXHIBIT- JORDAN HIGH SCHOOL*
- *COMPOUND- JORDAN HIGH SCHOOL*
- *TOWER ELEVATION- JORDAN HIGH SCHOOL*
- *CITY SETBACKS*
- *EXISTING INFRASTRUCTURE*
- *RADIO FREQUENCY HEALTH & SAFETY*
- *THE ELECTROMAGNETIC SPECTRUM*

A MOTION WAS MADE BY MAYOR PRO-TERM JOHNSON TO POSTPONE ORDINANCE 2026-1549 UNTIL COUNCIL GETS MORE INFORMATION WITH THE CONCERNS STATED . IT WAS SECONDED BY COUNCIL MEMBER MILLER. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

E. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1548, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS GRANTING A SPECIFIC USE PERMIT FOR A RETAIL LIQUOR STORE LOCATED AT 8526 FM 359, FULSHEAR, TX, 77441, BEING IN THE DOWNTOWN DISTRICT; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVDING FOR AN EFFECTIVE DATE

JOSH BROTHERS EXPLAINED THAT THE PROPOSED SUITE WOULD BE ATTACHED TO THE FUTURE PROPOSED COUNTY MART. JOSH ANSWERED QUESTIONS FROM COUNCIL.

A MOTION WAS MADE BY MAYOR PRO-TERM JOHNSON TO APPROVE ORDINANCE 2026-1548. IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

F. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1552, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING THE CHAPTER 28, "COORDINATED DEVELOPMENT ORDINANCE (CDO)", ARTICLE III, SITE DEVELOPMENT, DIVISION III, BUILDING DESIGN, SECTION 28-3-2 GENERAL BUILDING AND SITE DESIGN STANDARDS OF THE FULSHEAR CODE, RELATING TO NATURAL MANAGEMENT OF STORMWATER REQUIREMENTS AND LOW IMPACT DEVELOPMENT REQUIREMENTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE

JOSH BROTHERS INFORMED COUNCIL THAT ALL COMMERCIAL DEVELOPMENTS SUBMITTING FOR PERMITS AFTER THE APPROVAL OF THE ORDINANCE WILL BE REQUIRED TO SELECT TWO OPTIONS: ONE PASSIVE OPTION AND ONE ACTIVE OPTION.

A MOTION WAS MADE BY COUNCIL MEMBER RUSSELL TO APPROVE ORDINANCE 2026-1552 AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS

AMENDING THE CHAPTER 28, "COORDINATED DEVELOPMENT ORDINANCE (CDO)", ARTICLE III, SITE DEVELOPMENT, DIVISION III, BUILDING DESIGN, SECTION 28-3-2 GENERAL BUILDING AND SITE DESIGN STANDARDS OF THE FULSHEAR CODE. IT WAS SECONDED BY COUNCIL MEMBER BOW. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

G. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1551, AN ORDINANCE OF THE CITY OF FULSHEAR, ADOPTING CHAPTER 28, ARTICLE IV-5 OF THE FULSHEAR CODE, CREATING MITIGATION REQUIREMENTS RELATED TO A WILDLIFE IMPACT ANALYSIS FOR CERTAIN RESIDENTIAL DEVELOPMENT; PROVIDING FINDINGS AND RECITALS, PROVIDING FOR COMPLIANCE WITH APPLICABLE STATE AND FEDERAL LAW, INCLUDING GUIDANCE FROM THE TEXAS PARKS AND WILDLIFE DEPARTMENT AND THE U.S. FISH AND WILDLIFE SERVICE, PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE

A MOTION WAS MADE BY COUNCIL MEMBER PENA TO APPROVE ORDINANCE 2026-1551. IT WAS SECONDED BY COUNCIL MEMBER MILLER. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

H. CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1550, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING THE OFFICIAL CHAPTER 28, "COORDINATED DEVELOPMENT ORDINANCE (CDO)', ARTICLE II, OF THE FULSHEAR CODE, AMENDING REGULATIONS FOR 2-ACRE HOME SITES IN THE ESTATE RESIDENTIAL DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE

JOSH PRESENTED THE PROPOSED ORDINANCE AMENDMENTS TO CLARIFY THE TWO-ACRE MINIMUM LOT SIZE AND DIMENSIONAL STANDARDS FOR PROPERTIES WITHIN THE ESTATE RESIDENTIAL (ER) DISTRICT. JOSH ANSWERED QUESTIONS FROM COUNCIL.

COUNCIL PROVIDED DIRECTION TO STAFF REGARDING THE PROPOSED AMENDMENTS.

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO APPROVE ORDINANCE 2026-1550 WITH ER CONVENTIONAL AS PROPOSED. IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

GO TO AGENDA NUMBER XII) EXECUTIVE SESSION

I. DISCUSSION AND POSSIBLE ACTION ON THE EMPLOYMENT OF THE CHIEF OF POLICE

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO TAKE A FIVE MINUTE BREAK.
IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

MAYOR PRO-TEM JOHNSON MOVED INTO A RECESS AT 7:28PM

MAYOR PRO-TEM JOHNSON RECONVENED THE MEETING AT 7:35PM

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO MOVE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS GOVERNMENT CODE CONSULTATION WITH ATTORNEY. IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

MAYOR PRO-TEM JOHNSON ADJOURNED INTO EXECUTIVE SESSION AT 7:36PM

MAYOR PRO-TEM JOHNSON RECONVENED THE MEETING AT 7:55PM

CHARLIE ZECH CITED SECTION 4.06 OF THE CITY CHARTER AND EXPLAINED THAT THE CHIEF OF POLICE REQUESTED THAT THE DISCUSSION REGARDING HIM BE HELD IN OPEN SESSION. HE FURTHER EXPLAINED THAT, BECAUSE THE CHIEF REQUESTED AN OPEN SESSION, STATE LAW DID NOT PERMIT CITY COUNCIL TO CONDUCT THE DISCUSSION IN CLOSED SESSION UNDER THE PERSONNEL MATTERS EXCEPTION.

MAYOR PRO-TEM JOHNSON INVITED LARRY MCDOUGAL, ATTORNEY FOR KENNY SEYMOUR, TO SPEAK. LARRY PRESENTED HIS CASE.

MAYOR PRO-TEM JOHNSON INVITED MR. BAKER, THE INVESTIGATOR RECOMMENDED BY CHARLIE ZECH'S FIRM, TO ADDRESS CITY COUNCIL. ZACH PROVIDED A BRIEF BACKGROUND ON MR. BAKER AND HIS QUALIFICATIONS.

MR. BAKER PRESENTED THE FOLLOWING SLIDES:

- *THREE PILLARS OF MISCONDUCT SUSTAINED BY DIGITAL AND DOCUMENTARY EVIDENCE*
- *A SWORN CIVIL INTERROGATORY ADMISSION TRIGGERED THE ADMINISTRATIVE INQUIRY*
- *CHIEF SEYMOUR PROVIDED FOUR CONTRADICTORY ACCOUNTS OF HIS RELATIONSHIP WITH CAPTAIN MILLER*
- *THE PARALEGAL ERROR ALIBI IS QUESTIONABLE AND WITHOUT PROOF*
- *FINANCIAL LOGS REVEAL EXTENSIVE UNDISCLOSED INDEBTEDNESS TO A SUBORDINATE*
- *POLICIES PROHIBITING THIS EXACT BEHAVIOR WERE SYSTEMATICALLY ERASED*
- *DIGITAL FORENSICS EXPOSE IMMEDIATE DEFIANCE OF A TEMPORARY ADMINISTRATIVE ORDER*
- *COORDINATED ACTION THAT UNDERMINED THE INTEGRITY OF THE ADMINISTRATIVE INVESTIGATION*
- *JOINT TRAVEL WS DELIBERATELY OMITTED FROM THE SWORN LEGAL DISCOVERY*
- *SUSTAINED FINDING: UNTRUTHFULNESS & DECEPTION*
- *SUSTAINED FINDINGS: INSUBORDINATION & ETHICS*
- *ADMINISTRATIVE FINDINGS: FINANCIAL CONFLICT AND PROCEDURAL VIOLATIONS*
- *DOCUMENTARY EVIDENCE OVERWHELMINGLY SUSTAINS THE CHARGES OF MISCONDUCT*

MAYOR PRO-TEM JOHNSON OPENED THE OPPORTUNITY FOR ANYONE IN THE PUBLIC WHO WOULD LIKE TO SPEAK ON THIS TOPIC.

DENISE ROBINS REQUESTED THAT CITY COUNCIL REVIEW THE INVESTIGATION THAT WAS CONDUCTED, STATING THAT SHE BELIEVED THE INVESTIGATION WAS FLAWED.

KRISTI SCOTT, WIFE OF LATE FORMER FULSHEAR POLICE OFFICER CHARLIE SCOTT, READ STATEMENTS WRITTEN BY HER HUSBAND PRIOR TO HIS PASSING.

A MOTION WAS MADE BY COUNCIL MEMBER RUSSELL TO MOVE INTO EXECUTIVE SESSION PURSUANT TO SECTION 551.071 OF THE TEXAS OPEN MEETINGS ACT CONSULTATION WITH THE ATTORNEY. IT WAS SECONDED BY COUNCIL MEMBER UTTURKAR. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

MAYOR PRO-TEM JOHNSON ADJOURNED INTO EXECUTIVE SESSION AT 8:50PM

MAYOR PRO-TEM JOHNSON RECONVENED THE MEETING AT 9:05pm

A MOTION WAS MADE BY COUNCIL MEMBER CONNOR TO RELIEVE CHIEF KENNY SEYMOUR OF HIS DUTY WITH THE POLICE OF THE CITY OF FULSHEAR EFFECTIVE IMMEDIATELY. IT WAS SECONDED BY COUNCIL MEMBER MILLER. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

*** FOR THE FULL DISCUSSION REFER TO THE CITY'S WEBSITE TO VIEW THE VIDEO***

***BACK TO AGENDA BUSINESS ITEM A ***

XII. EXECUTIVE SESSION

A.

EXECUTIVE SESSION - CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE § 551.071 (CONSULTATION WITH ATTORNEY) TO CONSULT WITH LEGAL COUNSEL REGARDING FORT BEND MUD NO. 169 RECLAIMED WATER AGREEMENT WITH MUD NO. 275

A MOTION WAS MADE BY MAYOR PRO-TEM JOHNSON TO MOVE INTO EXECUTIVE SESSION ACCORDING TO SECTION 552.071 OF THE TEXAS GOVERNMENT CODE. IT WAS SECONDED BY COUNCIL MEMBER MILLER. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

MAYOR PRO-TEM JOHNSON ADJOURNED THE MEETING INTO EXECUTIVE SESSION AT 11:28 PM.

MAYOR PRO-TEM JOHNSON RECONVENED THE MEETING AT 11:58pm

B.

EXECUTIVE SESSION - CLOSED SESSION PURSUANT TO TEXAS GOVERNMENT CODE § 551.071 (CONSULTATION WITH ATTORNEY) TO DELIBERATE AND CONSULT WITH LEGAL COUNSEL REGARDING LAND, BOUNDARY, JURISDICTIONAL, AND MUNICIPAL AUTHORITY ISSUES RELATED TO PROPERTIES ASSOCIATED WITH THE HERITAGE BEND DEVELOPMENT, INCLUDING ASSOCIATED MUNICIPAL UTILITY DISTRICT(S) AND ANY RELATED EXTRATERRITORIAL JURISDICTION (ETJ) AND ANNEXATION MATTERS

XIII. ACTION FROM EXECUTIVE SESSION

A.

DISCUSS AND CONSIDER ACTION RELATED TO RECLAIMED WATER AGREEMENT WITH MUD NO. 275

THERE WAS NO ACTION ON THIS ITEM.

B. DISCUSS AND CONSIDER ACTION RELATED TO PROPERTIES ASSOCIATED WITH THE HERITAGE BEND DEVELOPMENT

THERE WAS NO ACTION ON THIS ITEM.

XIV. CONSIDERATION AND POSSIBLE ACTION RELATING TO ABSENCES

IN ACCORDANCE WITH SECTION 3.10 (d) OF THE CITY OF FULSHEAR HOME-RULE CHARTER, PAST ABSENCES DUE TO SICKNESS MAY BE EXCUSED, AND LEAVES OF ABSENCE FOR FUTURE ABSENCES MAY BE GRANTED. ANY ACTION TO EXCUSE A PAST ABSENCE IS DEEMED TO INCLUDE A FINDING THAT THE ABSENCE WAS TO DUE TO SICKNESS UNLESS THE ACTION INDICATES OTHERWISE.

THERE WAS NO ACTION OR DISCUSSION ON THIS ITEM.

XV. ADJOURNMENT

A MOTION WAS MADE BY COUNCIL MEMBER UTTURKAR TO ADJOURN. IT WAS SECONDED BY COUNCIL MEMBER RUSSELL. THE MOTION WAS CARRIED BY THE FOLLOWING VOTE:ÿ

AYES: BOW, CONNOR, JOHNSON, MILLER, PENA, RUSSELL, UTTURKAR
NAYS:
ABSTAIN:
ABSENT:

MOTION APPROVED

MAYOR PRO-TEM JOHNSON ADJOURNED THE MEETINGÿAT 11:59 PM.ÿ

_____
DON MCCOY, MAYOR

ATTEST:

_____
MARIELA RODRIGUEZ, CITY SECRETARY

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: VIII.B
DEPARTMENT: Public Works
PREPARED BY: Kelly Ravsten
PRESENTER: Kelsee Jordan Lee - Assistant City Manager

SUBJECT: CONSENT AND APPROVAL OF AN UPDATE TO THE PRIMROSE ATHLETIC FACILITY USE POLICY REGARDING THE ADDITION OF FOOD TRUCK FEES AND POLICIES

Expenditure Required: N/A
Amount Budgeted: N/A
Funding Account: N/A
Additional Appropriation Required:

EXECUTIVE SUMMARY

Now that Primrose Park has had a few months for field rentals, there has been a request to have Mobile Food Units (MFUs) at the park. The rules and regulations for MFUs are listed in this policy agreement and have been verified with the city's health inspector. With this update, it is notated where a MFU can be parked as well as the fee for having a MFU at the park. The fee is the same as the MFU fee for Eagle Landing Park food trucks.

RECOMMENDATION

Staff recommends approval of the update.

ATTACHMENTS:

Primrose Athletic Facility Use Policy UPDATE 10.20.26.pdf

Policy

Athletic Facility Use Policy

PURPOSE

The policy for use of City of Fulshear Parks and Recreation facilities is composed of procedures, regulations, and guidelines designed to ensure that all facilities have equitable access and are utilized in a safe and efficient manner. The City of Fulshear develops and maintains park and recreational facilities to serve the residents of Fulshear.

This policy outlines rules and regulations designed to balance the diverse needs of the community while preserving the integrity of the athletic fields.

RECOGNIZED SPORTS ASSOCIATION

~~THE City of Fulshear has indicated a desire for the Fulshear Little League to be the RSA (Recognized Sports Association) For Primrose Park. They will receive priority access to Primrose Park through a rental agreement.~~**The City of Fulshear designated Fulshear Little League as the RSA (Recognized Sports Association) for Primrose Park on May 18, 2026. They will receive priority access to Primrose Park.**

USER GROUPS OR INDIVIDUALS

Groups other than the Fulshear Little League are encouraged to utilize park facilities. Groups must go through a reservation process with the City of Fulshear Parks and Recreation Division to reserve any field space.

RESERVATION PROCESS

All organizations or users will be required to submit an Athletic Facility Use Rental Application. The City of Fulshear has the right to reject, revise, or cancel any rental requests that are abusing the use of fields, facilities, or surrounding areas.

FEES & DEPOSITS

Deposits are due upon reservation. The remaining balance must be paid in full sixty (60) days prior to the reservation date. Failure to make payment by this deadline may result in late fees being applied to your account.

Deposits are non-refundable if users do not comply with the Athletic Facility Use Policy. After inspection by City staff, any damages or policy violations will result in charges deducted from the organization or user's deposit. Any additional balance owed will be billed to the organization or user. Deposit refunds, if applicable, will be processed within their (30) days after the rental period concludes.

	Security Deposit	Field Rental	Lights/Utility Fee
Recognized Sports Association *Non-Profit*	$500 per season	$20 per hour/per field	$10 per hour/per field
Recognized Sports Association *For Profit*	$500 per season	$30 per hour/per field	$10 per hour/per field
Private Groups or Individuals *Residents*	$100 per rental	$20 per hour/per field	$10 per hour/per field
Private Groups or Individuals *Non-Residents*	$100 per rental	$30 per hour/per field	$10 per hour/per field
Tournaments	$250 per tournament	$150 per day/per field	$10 per hour/per field

Light/Utility fees are non-negotiable and are charged in one-hour increments. Light fees coincide with Daylight Savings Time.

Field Preparation	$75 per field
On-Site Maintenance or Custodial Staff	$35 per hour/per person RT $53 per hour/per person OT
Concession Stand Rental	$100 per day $100 deposit
Key Deposit & Lost Key Fee	$50
Late Payment Fee	$50
Scoreboard Rental Fee	**RSA**: $50 deposit per field per game season **Non-RSA:** $20 per field, per day
Food Truck Rental Space (1 available)	$50 per space, per day

RT – Regular time is for any hours between 7 am to 4 pm during a regular workday for the City.

OT – Over time is any hours before 7 am and after 4 pm, and all hours of the weekend or City holidays.

Rental duration is based off rented hours. Organization and/or user may not enter the facility prior to rented time and must vacate the facility at the end of the rental period. If the rental exceeds more than 15 minutes past ending time, the additional rental charges will be rounded up to the next full hour and will be deducted from the deposit.

CANCELLATION & REFUNDS

Cancelations 30 days before the rental must be submitted in writing and will receive 100% refund minus a $50 processing fee to cover administrative costs.

Cancelations 14 days before the rental must be submitted in writing and will receive 50% refund minus a $50 processing fee to cover administrative costs.

Cancelations less than 14 days before the rental must be submitted in writing and will not be eligible for a refund.

All cancellations must be requested in writing at ParkRentals@FulshearTexas.gov.

If a field is closed due to inclement weather or unsafe/unplayable field conditions, a refund will be issued.

Any changes to the rental agreement will incur a $50 processing fee to cover administrative costs.

Failure to provide timely notice of cancellation and failure to show up for the scheduled rental without prior notification may result in the forfeiture of rental fees. Repeated no-shows may lead to the inability to book future rentals.

In the event of circumstances beyond the City's control, such as natural disasters, acts of terrorism, or government regulations, which prevent either party from fulfilling their obligations under the rental agreement, neither party shall be held liable for any resulting losses.

CONDITIONS FOR USE

Sports Associations will be required to submit an Athletic Facility Field Application for use of facilities to the Parks and Recreation Division forty-five (45) days prior to beginning of season starting. Written requests shall be accompanied by a certificate of insurance naming the City as an additional insured, the latest season's financial statement, a list of the Sports Association's Board of Directors with appropriate addresses and telephone numbers, tournaments, tryouts, practices, game schedules, and a security deposit with a 501(c)(3) non-profit status form if applicable. Failure to submit requested information can lead to the loss of "recognized" status and potential loss of priority user status, which could affect field allocation.

Sports Associations shall designate one (1) person and one (1) alternate person to act as the contacts for their Sports Association and shall submit the persons, name, title, address, e-mail address, cell phone numbers to the Parks and Recreation Division. Sports Associations are responsible for updating their contact information as changes occur. The Recreation Coordinator or designee shall act as the City of Fulshear's liaison to all of the Sports Associations.

Organizations or individuals seeking to reserve use of city athletic facilities may do so under the following conditions:

1. Submit an Athletic Facility Field Application
2. Individual making the application may be a resident or non-resident.
3. Requested times and dates must not conflict with sports association schedules.
4. Reservations are subject to the approval of the Parks & Recreation Division, may be denied at any time, and may be no longer than two (2) consecutive days.

5. Payment is required at time the reservation is booked.
6. Facilities are rented “as is”. Other arrangements (chalking and lining, dragging fields, nets, flags, bases, etc.) will be made by the applicant and at their expense.
7. The applicant must leave the facility in the same condition it was found. Failure to do so may result in forfeiture of the deposit and loss of future access to City of Fulshear Athletic Facilities.
8. The City will be responsible for turning the lights on and off for the applicant.
9. Field conditions and playability of fields will be assessed and determined by the Parks & Recreation Division.

FACILITY USE

Fulshear Little league will be granted priority use of the facility by the City of Fulshear on a per season basis; however, facilities will remain open for public use. the City of Fulshear Parks & Recreation Division reserves one field for open play to the public. Use by the public of designated “open play areas” will be on a first come first serve basis. All scheduled use of facilities will be determined by the City of Fulshear Parks & Recreation Division.

The City of Fulshear reserves the right to schedule athletic fields. All City of Fulshear sponsored activities, special events, programs, games, practices, leagues, and tournament reservations for City functions may be made at any time for any date. City functions may preempt other existing reservations at the discretion of the Parks & Recreation Division.

INSURANCE

As indicated above, non-profit and commercial groups must submit a certificate of insurance naming the City as an additional insured. The applicant must obtain the following insurance policies:

Commercial General Liability Including automobile. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

$1,000,000 Per Occurrence

$1,000,000 Policy Aggregate

$1,000,000 Personal and Advertising Injury

Event Organizers must provide an Additional Insured Endorsement form listing the City of Fulshear (6611 W Cross Creek Bend Lane, Fulshear, TX 77441) as an Additional Insured under the policy. Additionally, the permit holder must provide a Waiver of Subrogation in favor of the City. Use of field will not be permitted unless a valid insurance certificate has been submitted to the Parks & Recreation Division by due date of payment.

The permit holder shall be responsible for any and all damage to the City’s premises, turf, equipment and/or property. If additional maintenance is deemed required (in excess of normal services/time) to restore the premises, turf, equipment and/or property to reasonable use by others, the permit holder shall be charged accordingly.

The City will not be held liable for any claims or charges related to accidents, injuries, or property damage resulting from unauthorized field use. Permit holders are responsible for any damages caused by the actions or omissions of their attendees.

TOURNAMENTS AND MEETS

1. Any request for tournament play or meets must be made in writing by the sponsoring organization no less than thirty (30) days prior to scheduled tournament or meet. Existing tournaments or meets will receive first consideration.
2. Priority is given to organizations with a proven track record of hosting successful events.
3. The Parks and Recreation Division may restrict the number, size, dates, and locations of tournaments or meets in order to protect field or facility conditions or to prevent overuse of fields and facilities.
4. Approval of tournament play or meets does not guarantee field condition or concession or availability of Parks and Recreation personnel or equipment.
5. The Parks and Recreation Division may cancel a tournament or meet at any time in the interest of insuring quality and safety of fields, pool, or participants/spectators.
6. Additional trash receptacles and/or trash roll offs may be required. The applicant will incur all costs associated with additional trash receptacles/roll offs in compliance with City of Fulshear solid waste regulations.
7. The applicant will clean all areas associated with the tournament/meet. This includes parking areas, fields, concessions areas, restrooms, and surrounding fields.
8. If additional clean-up is needed the applicant will be charged a fee, which will be deducted from the security deposit (See Fees and Deposits).
9. Additional restrooms may be required at the associations/applicant's expense, if approved by the Parks & Recreation Division.

CONCESSION

The City of Fulshear reserves the first right of refusal to offer concession through the various season, tournaments, and events. If the City is not able to offer concessions, the renter will be notified to be able to organize concession for the tournament, league, or event.

All organizations using fields or hosting an event utilizing a concession stand must receive approval from the City. Organizations agree to abide by any and all health code requirements for food service including all appropriate permits.

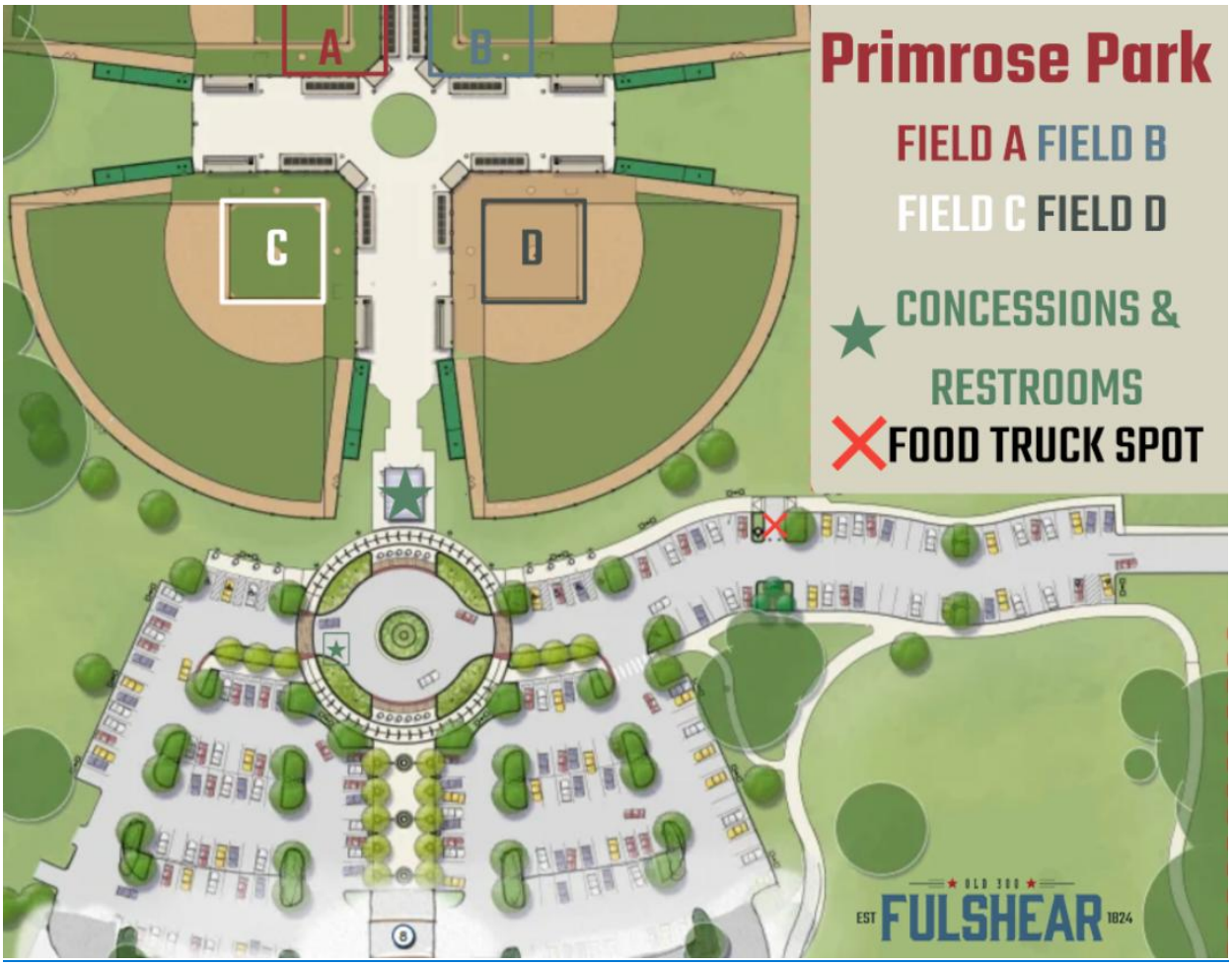
Portable barbecues fueled by propane, similar gas canisters, or hot coals are not permitted.

The possession or consumption of alcohol beverages in any City of Fulshear park during athletic event or practice session is strictly prohibited.

MOBILE FOOD UNITS

Due to Texas House Bill 2844, permitting and inspections for Mobile Food Units (MFUs) in the State of Texas have transitioned to the Texas Department of State Health Services (DSHS). All MFUs will need to provide their state-issued health permit to operate at the City of Fulshear. Additionally, all MFUs must submit a 'Temporary Event Vendor Permit' through the GovWell portal https://app.govwell.com/fulshear by selecting 'Health Permit' and then 'Temporary Event Vendor'. All MFUs will need to provide their state-issued health permit to operate at the City of Fulshear.

There is currently one dedicated MFU parking space at Primrose Park, near the fields, that can be rented out by field renters, food truck operators, or other interested parties. It is $50 per day, per space. There is only one dedicated MFU spot, meaning no other food trucks are permitted. Below is the spot where the food truck can be parked, once the removable bollards are moved:



STORAGE BUILDINGS

Sports Associations may request to utilize storage space within a city park for consideration. All equipment stored at a concession/storage building must be removed at the end of the Sports Association's season, unless otherwise approved by the City. The City will inspect facilities to determine if flammable, hazardous, or toxic substances/materials are being stored and handled properly. Sports Associations must not block access to facility equipment such as air conditioners, heaters, ice machines, breaker panels, circuit panels, etc. and must be kept cleaned and organized.

MAINTENANCE OF PARK AND RECREATIONAL FACILITIES

The City of Fulshear will provide a level of maintenance service to all park and recreation facilities that ensure the safe and efficient use of facilities. The City requests that individuals and groups refrain or limit their use of heavy traffic areas during practices, regardless of weather, to assist in providing the best field conditions possible, i.e., pitching areas, etc. Any user failing to comply with this policy, established guidelines and notification to refrain from use requests for field closures are subject to pay for all damages or costs occurring to the facility and the termination of field use permit. The City may close fields to perform maintenance activities. The City attempts to be flexible in accommodating user groups but ultimately, the health and safety of the user and the condition and playability of the fields take priority. This may require closure of fields/facilities or denial of use of a field. No organization or user shall play on fields closed for renovation or repair.

The Sports Associations are responsible for correcting hazardous conditions related to the association's activities. Failure to address the hazardous conditions within 24 hours could result in the suspension of having a recognized status. The City of Fulshear will not provide maintenance or upkeep to property or facilities that are not owned by the City of Fulshear but retains the right to remove the property.

Sports Associations and other organizations will be responsible for and bear all costs associated with the operation and maintenance of any and all league, season, or sport specific upkeep to the facility (i.e., chalking foul/boundary lines, dragging infields, screening, overall field maintenance upkeep, etc.). Burning lines on City fields is prohibited. The leagues will bear the cost for repairs to city property caused by the leagues (i.e. irrigation, landscape, facility damages.) The Sports Association and other organizations shall furnish and maintain their own equipment, materials, and/or supplies for operating their games and events (i.e., starting blocks, bases, public address systems, scoreboards, etc.).

Any park maintenance issues or requests should be submitted in writing to PWReq@FulshearTexas.gov.

INCLEMENT WEATHER & UNSAFE PLAYING CONDITIONS

The City of Fulshear reserves the right to cancel or suspend field use contracts when field conditions could result in injury to players or cause damage to the fields. Rentals may also be canceled when the health and safety of participants is threatened due to impending conditions including but not limited to rain, tornadoes, hurricanes, maintenance issues, and lightning. Groups who use the athletic facilities are expected to assist in protecting their participants and fields during periods of rain or inclement weather in order to prevent personal injuries, as well as damages to playing surfaces.

The following information is the City's policy regarding the use of fields in wet condition. These

policies and procedures apply to all sports and activities conducted on a grass field, turf, or infield:

Baseball and Softball will be deemed unsafe and unplayable when any of the following conditions

are present:

- Visible standing water within the base paths, pitching area, or outfields
- The depth of a footprint is greater than one inch within the base paths, pitching area, or outfields.

Outfields and turf areas/fields will be deemed unsafe and unplayable when any of the following

conditions are present:

- Visible standing water within the majority of a single playing position (playing positions will be determined based on the user group)
- Feet suction to the ground when walking within the majority of a single playing position (playing positions will be determined based on the user group)
- Footprints fill with water in the majority of a single playing position
- Grass can be easily dislodged from the fields during play

The following procedures are to be followed regarding the use of fields when there has been rain, over-watering, or other potentially damaging conditions.

- If it has rained within the preceding 24 hours, groups scheduled to use public fields must call the Parks & Recreation Division to relay same-day information regarding field closures and playability, except in the case of extreme conditions or scheduled maintenance. Field use condition decisions are not negotiable.

- The City may declare a field playability status as ‘Subject to Re-Inspect.” In this circumstance, re-inspection of fields should be evaluated by the user group at their rental time for playability determination. The user group must employ the playability criteria used by City staff outlined above.
- In the event the City is not available, user groups are expected to make educated, responsible decisions regarding field condition playability by employing the playability criteria used by City staff and take into consideration the current and future quality of the athletic field.
- Any individuals who witness misuse of athletic fields, or unauthorized use are advised to contact the Fulshear Police Department.

Failure to follow these guidelines will result in cancellation of existing permit(s) and/or loss of rental/allocation privileges and/or a strike against the organization. NOTE: Fields will be inspected by City staff for misuse during inclement weather.

VANDALISM

Sports Associations with access to facilities will secure all doors, windows, or any other points from which a person could enter. The City will share in the responsibility of deterrence by providing sufficient lighting, frequent police patrols, overall security assessment, and other measures upon the review and permission of the Director. The City is not responsible for any items vandalized which the Association owns.

LITTER CONTROL

All sports associations, organizations, and individuals will remove trash after each use from dugouts, concession stands, playing fields, facilities/buildings, parking areas, and common areas for trash, debris, and litter associated with their activities. All trash, debris, and litter can be deposited in the trash receptacles or dumpster on the park grounds. Users are responsible for coordinating additional litter control needed during their use. If trash is not properly collected, the deposit will be kept.

NOISE CONTROL

Amplified music, use of musical instruments, radios, or PA system may not be tested or in use before 8 a.m. or after 9 p.m. unless previously authorized by the City. User shall ensure that speakers are not directed towards residences. The City of Fulshear noise ordinance (Chapter 18, Article 6) should be reviewed and followed for compliance.

ENHANCEMENTS

Sports Associations shall not install, build, or perform any type of facility or property improvements without the express written consent of the City of Fulshear. Any permanent modifications or improvements shall become the property of the City. Requests to modify, resize, and/or add multiple-purpose fields, or make improvements to a City field shall be submitted with a conceptual drawing to the Parks & Recreation Division at least 60 days prior to the desired date of performing the improvements.

RESTROOM FACILITIES

The cleaning of restrooms and provision of necessary supplies is the responsibility of the City when the park is open to the public. During tournaments, the renter will be required to pay an additional fee for the City to provide restroom maintenance. Portable toilets are not allowed on City property without prior approval from the Parks & Recreation Division.

FACILITY KEYS

Where applicable, keys will be provided for the concession/storage buildings and lighting boxes. Keys may be limited to a maximum of two (2) keys issued for each facility. At the end of each rental term or season

all keys must be returned to the Parks & Recreation Division. Key deposits will be refunded upon return of issued keys. Sports Associations will provide a list of all Association Members names and telephone numbers in possession of facility keys to the Parks & Recreation Division.

LIGHTING AND UTILITIES

Light/Utility fees are non-negotiable and charged in one-hour increments. Light fees coincide with Daylight Savings Time. During Daylight Savings Time – lights are turned on at 7 p.m.; during Non-Daylight Savings Time – lights are turned on at 5 p.m.

PARKING

Parking is only permitted in designated areas. Parking policies and response to violations will be strictly enforced. Motorized vehicles are only allowed in designed parking areas and are restricted from any other areas within the park. If the demand of parking areas is anticipated to exceed availability, users should communicate with the Parks & Recreation Division to develop a plan. If needed, users will post directional signs to lead participants and spectators to appropriate parking areas. Reserving parking areas and charging for parking will not be allowed. Provisions can be made to reserve parking spaces for Emergency Vehicles. Handicapped parking spaces are available at each established parking area. No motorized vehicles will be allowed in the parks except in parking areas, the exception being emergency vehicles assisting with an accident or injury, or the delivery of equipment, supplies and/or materials.

EMERGENCIES AND ACCIDENTS

If an Emergency Response occurs on site, please call 911.

Organizations are required to report all accidents that require medical attention by health care professionals immediately to Fulshear Parks & Recreation. A detailed report must be submitted to the Parks & Recreation Division within 24 hours of the incident/accident.

Accidents involving the condition or maintenance of facilities should be reported to the Parks and Recreation office no later than the beginning of the first business day following the accident. Emergencies involving maintenance of the facility should be reported immediately by contacting the on-call staff representative.

COMMUNITY BUILDING RESERVATIONS

The Irene Stern Community Center is available for use by the Sports Associations. For information on fees, available dates, and policies visit FulshearTexas.gov/IreneStern.

CAPITAL IMPROVEMENT PROJECTS

Sports Associations wishing the City to consider funding specific capital improvement projects should submit the Capital Improvement Project Form for consideration. Written requests should be submitted to the Parks and Recreation Division, no later than March 1, for consideration in the following fiscal year's budget. Requests submitted after March 1 will not be considered for the following fiscal years program budget. The City of Fulshear's fiscal year runs October 1 - September 30. Approval of projects is based on priority need and available funding.

PENALTIES

Any organization, group or person violating any provision of the Athletic Facility Use Policy may be penalized in the following manner:

1. Any organization, group or person may be notified of the violation in a written notice by the Parks and Recreation Division.
2. Any organization, group or person, upon written notification, may be provided an opportunity to resolve the violation determined by the Parks and Recreation Division.
3. Any organization, group or person violating any of the Policies and Procedures may be refused the scheduled usage of athletic facilities if such action is deemed necessary by the Parks and Recreation designee upon the review and disposition of the violation.

REVOCATION OF RECOGNIZED SPORTS ASSOCIATION (RSA) STATUS

The City of Fulshear reserves the right to revoke the Recognized Sports Association (RSA) designation if an association fails to comply with the policies, procedures, and requirements outlined in this document. The revocation process will follow these steps:

1. Notice of Violation – The association will receive a written notice from the Parks & Recreation Division outlining the specific violations of the Athletic Facility Use Policy.
2. Opportunity to Remedy – Upon receiving the notice, the association will have 15 days to address and rectify the violation(s). Failure to comply within this timeframe may result in further action.
3. Review and Determination – If violations are not remedied, or if repeated violations occur, the Parks & Recreation Division will conduct a review of the association's compliance history. Based on this review, the City may:
    - Place the association on probation for a specified period during which compliance will be monitored.
    - Reduce or revoke field access and priority scheduling.
    - Permanently revoke RSA status.
4. Final Decision & Appeal – A formal notice of revocation will be issued to the association. The association may submit a written appeal to the Parks & Recreation Division within 10 business days of receiving the revocation notice. The City will review the appeal and provide a final decision within 30 days.
5. Reapplication for RSA Status – An association whose RSA status has been revoked may reapply after one year, provided they can demonstrate corrective actions taken to ensure future compliance. Approval of reinstatement is at the discretion of the City.

The City of Fulshear maintains the right to immediately revoke RSA status in cases of severe violations, including but not limited to:

- Fraudulent misrepresentation of residency requirements.
- Non-compliance with insurance and liability policies.
- Unauthorized facility modifications or damage.
- Failure to adhere to safety regulations, leading to potential harm to participants.
- Repeated disregard for park maintenance and field condition policies.

Revocation of RSA status may result in the loss of rental privileges, forfeiture of deposits, and disqualification from future field allocations. The City's decision in such matters shall be final and binding.

STATEMENT OF COMPLIANCE

I,_____, representative for
PRINT NAME

the _____, have received
(ASSOCIATION/APPLICANT) PLEASE PRINT

and agree to abide by procedures and guidelines as established in the document City of Fulshear "Athletic Facility Use Policy."

Signed:_____ Date: _____

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: VIII.C
DEPARTMENT: Human Resources
PREPARED BY: Heidy Taylor
PRESENTER: Heidy Taylor

SUBJECT: CONSENT AND APPROVAL OF ORDINANCE NO. 2026-1556 AUTHORIZING UPDATED SERVICE CREDITS AND A COST-OF-LIVING ADJUSTMENT UNDER THE TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS)

Expenditure Required:

No additional FY2027 budget appropriation is required. The cost associated with the proposed TMRS provisions can be accommodated within the City's existing budgeted employer contribution.

Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

This item was requested for placement on the agenda at the request of Councilmember Sarah Johnson, and seconded by Councilmember Randy Connor, pursuant to Section 3.09(e) of the City's Charter.

The City participates in the Texas Municipal Retirement System (TMRS) to provide retirement benefits to eligible employees. The proposed ordinance would authorize a 100% Updated Service Credit (USC) for eligible employees and a Cost-of-Living Adjustment (COLA) for eligible retirees based on 70% of the change in the Consumer Price Index.

The City has conservatively budgeted an 8% employer contribution toward TMRS for the past several years. Due to this, and the relatively low number of City of Fulshear retirees, based on current projections, the proposed changes can be accommodated within the existing FY2027 budget with no additional appropriation required.

Staff recommends approval of the ordinance.

RECOMMENDATION

Staff recommends approval of the ordinance authorizing 100% Updated Service Credits and a 70% CPI-based Cost-of-Living Adjustment through TMRS.

ATTACHMENTS:

Fulshear TMRS Model Ordinance - USC_COLA.pdf

ORDINANCE NO. 2026-1556

AN ORDINANCE REGARDING THE CITY OF FULSHEAR'S TEXAS MUNICIPAL RETIREMENT SYSTEM BENEFITS ADOPTING: (1) UPDATED SERVICE CREDITS; AND (2) AN ANNUITY INCREASE, ALSO REFERRED TO AS COST OF LIVING ADJUSTMENT (COLA), FOR RETIREES AND THEIR BENEFICIARIES.

Whereas, the City of Fulshear, Texas (the "City"), elected to participate in the Texas Municipal Retirement System (the "System" or "TMRS") pursuant to Subtitle G of Title 8, Texas Government Code, as amended (which subtitle is referred to as the "TMRS Act"); and

Whereas, each person who is or becomes an employee of the City on or after the effective date of the City's participation in the System in a position that normally requires services of 1,000 hours or more per year ("Employee") shall be a member of the System ("Member") as a condition of their employment; now:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. Authorization of Updated Service Credits.

(a) On the terms and conditions set out in TMRS Act §§853.401 through 853.403, the City authorizes each Member of the System who on the first day of January of the calendar year immediately preceding the January 1 on which the Updated Service Credit will take effect (i) has current service credit or prior service credit in the System by reason of service to the City, (ii) has at least 36 months of credited service with the System, and (iii) is a TMRS-contributing Employee of the City, to receive "Updated Service Credit," as that term is defined and calculated in accordance with TMRS Act §853.402.

(b) The Updated Service Credit authorized and provided under this Ordinance shall be **100%** of the "base Updated Service Credit" of the TMRS Member calculated as provided in TMRS Act §853.402.

(c) The Updated Service Credit authorized and provided by this Ordinance shall replace any Updated Service Credit, prior service credit, special prior service credit, or antecedent service credit previously authorized for part of the same service.

(d) The Updated Service Credit authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the Board of Trustees ("Board") of the System.

Section 2. Increase in Retirement Annuities, or COLA.

(a) On the terms and conditions set out in TMRS Act §854.203, the City authorizes and provides for payment of the increase described by this Section to the annuities paid to retired City employees and beneficiaries of deceased City retirees (such increase also called "cost of living adjustment" or "COLA"). An annuity increased under this Section replaces any annuity or increased annuity previously granted to the same person.

(b) The amount of the annuity increase under this Section is computed as the sum of the prior service and current service annuities on the effective date of retirement of the person on whose service the annuities are based, multiplied by **70%** of the percentage change in Consumer Price Index for All Urban Consumers, from December of the year immediately preceding the effective

date of the person's retirement to the December that is 13 months before the effective date of this Section.

(c) An increase in an annuity that was reduced because of an option selection is reducible in the same proportion and in the same manner that the original annuity was reduced.

(d) If a computation under this Section does not result in an increase in the amount of an annuity, the amount of the annuity will not be changed under this Section.

(e) The amount by which an increase under this Section exceeds all previously granted increases to an annuitant is an obligation of this City and of its account in the benefit accumulation fund of the System.

(f) The increase in annuities authorized by this Section shall be effective on January 1 immediately following the year in which this Ordinance is approved, subject to receipt by the System prior to such January 1 and approval by the System's Board.

Passed and approved _____, 20_____.

ATTEST: **APPROVED:**

_____ _____

City Secretary Mayor

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Utility Service
PRESENTER: Don Miller

ITEMS: VIII.D
PREPARED BY: Ben Glynn

SUBJECT: CONSENT AND APPROVAL TO USE GOVMVT CONTRACT NO. 24-6800 TO PURCHASE UTILITY SUPPLIES FROM USA BLUEBOOK

Expenditure Required: $175,000.00
Amount Budgeted: $175,000.00
Funding Account: 500-100-5316-00; 500-100-5311-00; 500-100-5324-00; 500-100-5510-04; 500-100-5511-00
Additional Appropriation Required:

EXECUTIVE SUMMARY

USA Bluebook can supply many items necessary for water and wastewater operations. This contract allows the utility department to purchase what is needed for repairing the facilities, testing for water quality, and providing appropriate PPE for our employees.

RECOMMENDATION

Staff recommend approval to use the GOVMVT contract 24-6800

ATTACHMENTS:

#24-6800-HD-Supply-GOVMVMT-Contract.pdf

Reference No. 22061

Reference Number	
Reference Department	Procurement Services

Lead Agency Master Agreement

Owner: Cobb County Board of Commissioners
100 Cherokee Street
Marietta, Georgia 30090

Contractor: HD Supply Facilities Maintenance, Ltd.
3400 Cumberland Blvd. SE
Atlanta, Georgia 30339-4435

Description: **The Contract Documents:** This "Master Agreement," between Owner and Contractor for maintenance, repair, operating supplies, industrial supplies, and related products and services together with the following "Addenda," incorporated herein by reference, constitutes the "Contract Documents:"

1. Addendum "A" Owner Terms and Conditions
2. Addendum "B" Owner's Request for Proposal # 24-6800
3. Addendum "C" Contractor's Proposal submitted February 22, 2024
   a. Addendum "C-1" Modifications to Addendum "C"
   b. Schedule C-2 Available <Products, Services, Manufacturers, Subvendors>

Notwithstanding any language to the contrary in the Addenda or any quote, purchase order, or other document associated with any sales, orders or supply of any good or service under this Master Agreement to the contrary, in the event of a conflict between Addendum "A" Owner Terms and Conditions and the foregoing documents, Addendum "A" Owner Terms and Conditions shall prevail and control. In the event of a conflict between Addendum "B" and Addendum "C" and/or Addendum "C-1," Addendum "C" as modified by Addendum "C-1" shall prevail.

The Purchasing Cooperative: State and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") registered with Innovative Government Services Association's GovMVMT's Purchasing Cooperative ("Cooperative") that have submitted to Contractor a written election notice to use this Master Agreement and have entered into the Master Intergovernmental Cooperative Purchasing Agreement shall be considered Participating Public Agencies and shall be eligible to utilize the terms, conditions and pricing of the Contract Documents. Contractor understands that

Participating Public Agencies may have special terms and conditions required of Contractor. Owner shall not be a party to any agreements between Contractor and any Participating Public Agency and shall be held harmless by Contractor of any and all claims related to Participating Public Agency use of Contract Documents. All terms and conditions of the Contract Documents shall herein remain in full force and effect for the Term.

Term: This Agreement shall begin on November 13, 2024 (Effective Date), for an initial term of four (4) years (Initial Term). Owner shall have the option to renew this Agreement for three (3) additional twelve (12) month periods (Renewal Terms, and together with the Initial Term, the Term). This Agreement shall terminate absolutely on November 12, 2031, unless earlier terminated as provided in Addendum "A" Owner Terms and Conditions.

Pricing Prices for services and equipment, if applicable, shall be as stated in Addendum "C" Contractor's Bid/Proposal.

For purchases made by Owner pursuant to this Agreement, all original invoices shall be submitted directly to the Cobb County Finance Department. Invoices shall bill only for items received during the period covered by the invoice and shall clearly identify such items in accordance with invoicing guidelines in Addendum "C" Contractor's Bid/Proposal. For purchases made by Participating Public Agencies, the Contractor shall comply with each Participating Public Agencies' invoicing and billing requirements outlined on the applicable order and accepted by Contractor.

{SIGNATURES ON NEXT PAGE}

IN WITNESS, WHEREOF, this Agreement has been executed by Owner and accepted by Contractor to be effective as of the date first above written.

OWNER	CONTRACTOR
Cobb County Board of Commissioners	HD Supply Facilities Maintenance, Ltd.
100 Cherokee Street	3400 Cumberland Blvd. SE
Marietta, Georgia 30090	Atlanta, Georgia 30339-4435
Lisa N. Cupid, Chairwoman	Sheila Schnellenberger, Chief Sales Officer
Cobb County Board of Commissioners	HD Supply Facilities Maintenance, Ltd.
Date 11/26/24	Date 11/13/2024
Approved as to form:	Attest:
County Attorney's Office	Corporate Secretary
11/22/24	Corporate Seal
Date	
	Federal Tax ID Number
	52-2418852

APPROVED
PER MINUTES OF
COBB COUNTY
BOARD OF COMMISSIONERS
11/12/24

Addendum "A"

Owner Terms and Conditions

Cobb County Terms and Conditions

These terms and conditions are required by **Cobb County, Georgia**, a political subdivision of the State of Georgia ("**County**" or "**Owner**"), with a principal office at 100 Cherokee Street, Suite 260, Marietta, GA 30090, in its Master Agreement, incorporated herein by reference with **HD Supply Facilities Maintenance, Ltd.**, a limited partnership organized under the laws of the state of Florida, licensed to do business in Georgia with a principal office at 3400 Cumberland Blvd. SE, Atlanta, Georgia 30339-4435 ("**Contractor**").

For the purposes of this Agreement, "County" shall be deemed to refer to Cobb County, Georgia, and "Contractor" shall be deemed to refer to **HD Supply Facilities Maintenance, Ltd.** County and Contractor shall also each be referred to as a "Party", and collectively as the "Parties".

RECITALS

WHEREAS, HD Supply Facilities Maintenance, Ltd. is engaged in the business of providing maintenance, repair, operating supplies, industrial supplies, and related products and services; and

WHEREAS, HD Supply Facilities Maintenance, Ltd. maintains the staff and resources necessary to fulfill all of the requirements of this Agreement; and

WHEREAS, County desires to retain HD Supply Facilities Maintenance, Ltd. to provide maintenance, repair, operating supplies, industrial supplies, and related products and services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the value and receipt of which is acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

Section 1.01. Definitions

A. Agreement: The term "Agreement" means this Agreement for maintenance, repair, operating supplies, industrial supplies, and related products and services, including any additional services agreed to in writing by both parties, any modifications agreed in writing by both parties, the Master Agreement and the following documents, which are attached hereto and incorporated herein as if fully set forth:

1. Addendum "A" Owner Terms and Conditions

   a. Exhibit "A": Cobb County Insurance Requirements;

   b. Exhibit "B": Contractor Affidavit and Agreement;

   c. Exhibit "B-1": Subcontractor Affidavit and Agreement;

   d. Exhibit "B-2": Immigration Compliance Certification;

e. Exhibit "C": Conflict of Interest Statement; and

f. Exhibit "D": Return Policy.

2. Addendum "B" Owner's Request for Proposal # 24-6800
3. Addendum "C" Contractor's <Bid or Proposal> submitted <date>
   i. < Addendum "C-1" Modifications to Addendum "C">
   ii. Schedule C-2 Available <Products, Services, Manufacturers, Subvendors>

Section 1.02. Effective Date

The Effective Date of this Agreement shall be the date that the last Party hereto executes the same.

Section 1.03. Term

The term of this Agreement shall be four (4) years beginning on 11/13/2024 (insert date) and ending on Nov 12 2028 (insert date) (the "Initial Term"). Thereafter, the Initial Term may be extended, at County's option, for up to three (3) additional one (1) year terms (the "Extension Term" and together with the Initial Term, the "Term"). Unless mutually agreed upon in writing by the Parties, or otherwise indicated herein, all provisions and conditions of any Extension Term shall be exactly the same as those contained within in this Agreement.

Notwithstanding the stated term, those provisions that expressly state that they survive, or that would by necessity survive, the expiration or earlier termination of this agreement shall so survive.

Section 1.04. Termination

A. For Cause. Either Party may terminate this Agreement for cause should the other Party default in the performance of any of the terms, covenants, obligations, or conditions of this Agreement.

B. For Convenience. Either Party may terminate this Agreement at any time for any reason upon 30 days' prior written notice from the County, or one-hundred twenty (120) days' prior written notice from Contractor. The effective date of termination shall be set forth in the notice. As the sole remedy for County's termination for convenience, Contractor shall be paid for any validated services performed under this Agreement up to the time of termination. Contractor shall not incur new obligations upon receipt of such notice and shall cancel as many outstanding obligations as possible.

C. By Statute. In compliance with the terms of O.C.G.A. § 36-60-13, this Agreement shall be deemed to terminate absolutely and without further obligation on the part of County at the close (December 31) of the calendar year of its execution ("Initial Expiration Date") and at the close (December 31) of each succeeding year for which it is in effect or for which it may be renewed, unless earlier terminated as provided in this Agreement, or renewed as provided herein.

   Notwithstanding this provision, and as permitted by statute, this Agreement will automatically be extended for consecutive one-year periods beyond the Initial Expiration Date on a year-to-year basis until the expiration of the Term hereof unless either party

notifies the other in writing of its intent not to extend this Agreement at least 30 days' prior to the date of termination set forth in such notice, or, for any one-year renewal term subsequent to the initial Expiration Date, at least thirty 30 days' prior to the expiration of the then-current annual period.

D. Non-appropriation. Further, this Agreement will terminate immediately and absolutely at such time as appropriated or otherwise unobligated funds are no longer available to satisfy the obligation of the County. This Agreement does not create a debt of the County for the payment of any sum beyond the calendar year of execution or in the event of renewal, beyond the calendar year of such renewal.

Section 1.05. Scope of Work/Services

A. The Work of this Agreement shall be as described in the Master Agreement (the "Work". "Goods", or "Services").

B. Except as otherwise provided in this Agreement, Contractor shall be responsible for providing all of the resources necessary to perform this Agreement, including, without limitation, facilities, personnel, software, and equipment. Contractor shall assume the primary role in the creation, implementation, and provision of the Work to be accomplished by this Agreement. Contractor shall be responsible for designing, offering, supporting, maintaining, delivering, furnishing, operating, and performing all necessary labor and Services (including equipment and supplies) required to complete the Work in accordance with this Agreement. County is not responsible for furnishing any materials, labor, or services other than specifically indicated herein.

Section 1.06. Representation and Warranties

A. Contractor acknowledges that Contractor's different or additional terms will not become part of this Agreement without written acceptance prior to purchase.

B. Contractor represents and warrants that it is licensed and authorized to do business in Georgia.

C. Intentionally omitted.

D. Contractor represents and warrants that it shall comply with all applicable local, State, and Federal laws, rules, regulations pertaining to the provision of the Work associated with this Agreement, including maintaining in current status all applicable federal, state, and local licenses, bonds and permits, and registrations required for the operation of the business and/or provision of Work associated with this Agreement. County reserves the right to cancel the Agreement if Contractor's license(s), bonds and permits, or registration(s) expire, lapse, are suspended, or terminated at any point during the Agreement. County may request Contractor to provide proof of compliance with this paragraph.

E. Contractor warrants that it has all of the rights necessary to enter into this Agreement and the Goods and Services provided under this Agreement do not infringe (directly, indirectly, or contributorily), to the best of Contractor's knowledge on any intellectual property or proprietary rights of any third party.

F. Contractor warrants that the Goods and Services supplied hereunder will be in accordance with specifications provided by Contractor. Solely as it relates to Goods provided hereunder, Contractor is a reseller of Goods only, and as such does not provide any warranty for the Goods it supplies hereunder. Notwithstanding this As-Is limitation, Contractor shall pass through to County any transferable manufacturer's standard warranties with respect to Goods purchased hereunder. EXCEPT AS SET FORTH HEREIN AND WHERE APPLICABLE, NO WARRANTY OR AFFIRMATION OF FACT OR DESCRIPTION, EXPRESS OR IMPLIED, IS MADE OR AUTHORIZED BY CONTRACTOR. COUNTY AND PERSONS CLAIMING THROUGH COUNTY (COLLECTIVELY, "CLAIMANT") SHALL SEEK RECOURSE EXCLUSIVELY FROM THE RELEVANT MANUFACTURER(S) IN CONNECTION WITH ANY DEFECTS IN OR FAILURES OF GOODS. AND THIS SHALL BE THE EXCLUSIVE RECOURSE OF CLAIMANT FOR DEFECTIVE GOODS, WHETHER THE CLAIM SHALL SOUND IN CONTRACT, TORT, STRICT LIABILITY, PURSUANT TO STATUTE, OR FOR NEGLIGENCE. COUNTY SHALL PASS THESE TERMS TO SUBSEQUENT BUYERS AND USERS OF GOODS. CONTRACTOR EXCLUDES AND DISCLAIMS ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. CONTRACTOR ASSUMES NO RESPONSIBILITY WHATSOEVER FOR INSTALLATION OF GOODS BY COUNTY OR A THIRD PARTY, USE, MISUSE, ALTERATION OR MODIFICATION OF GOODS, OR CONTRACTOR'S INTERPRETATION OF PLANS OR SPECIFICATIONS PROVIDED BY COUNTY. CONTRACTOR DOES NOT CERTIFY OR GUARANTEE THAT ANY GOODS COMPLY WITH ANY STATUTES, LAWS, CODES, ORDINANCES OR REGULATIONS. Notwithstanding the foregoing regarding County seeking recourse exclusively from the relevant manufacturer(s) in connection with any defects in or failures of products, Contractor shall use commercially efforts to assist County with any manufacturer's warranty process through Contractor's Warranty Solutions service. Warranty Solutions may be reached via email at fmwarrantysolutions@hdsupply.com or via phone at 1.800.782.4154. Solely as it relates to Services (labor) performed hereunder, the warranty period shall be for a period of twelve (12) months and commence upon completion of performance. These warranties survive any delivery, inspection, acceptance or payment by County. These warranties are cumulative and in addition to any other warranty provided by law or equity. Any applicable statute of limitations runs from the date of County's discovery of the noncompliance of the Goods/Services with the foregoing warranties.

Section 1.07. <u>Compensation</u>

A. Reserved.

B. As a political subdivision of the State of Georgia, County is exempt from paying most types of taxes and will only pay those taxes it is required to pay under the laws of the State of Georgia or federal law.

C. County shall timely process payment to Contractor. Payment terms are net 30 days from delivery, payable in United States of America ("U.S.") dollars. Contractor shall not charge interest or assess payment penalties against County.

D. In the event of a dispute about payment/invoicing, County shall deliver a written statement to Contractor no later than five (5) business days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Contractor shall continue performing its obligations under the Agreement notwithstanding any such dispute.

Section 1.08. Notice

All written notices, demands, and other papers or documents to be delivered shall be delivered to the following addresses:

If to Cobb County:

Cobb County

122 Waddell Street NE, Marietta, GA 30060

Electronic notice to: stephanie.brice@cobbcounty.org

If to Contractor:

HD Supply Facilities Maintenance, Ltd.

3400 Cumberland Blvd. SE, Atlanta, Georgia 30339-4435

Electronic notice to: bruce.reifsteck@hdsupply.com

Any subsequent changes to place or places specified above shall be designated in writing by County and Contractor to the other.

Section 1.09. Open Records

A. Open Records. Contractor acknowledges that County's disclosure of documentation is governed by Georgia's Inspection of Public Records Act, O.C.G.A. § 50-18-70 *et seq.* ("Open Records Act"), and anything submitted to County is subject to release as public information. If Contractor believes that part or parts of its submission may be exempted from disclosure, Contractor must specify page-by-page and line-by-line the parts of the submission, which it believes, are exempt with a citation to the relevant section of O.C.G.A. that permits the exemption. In addition, Contractor must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). As required by law, Contractor is responsible for protecting its trade secrets and other proprietary information.

To the extent practicable and not legally prohibited, Contractor shall promptly notify County of any request for County information including any request required by law or judicial or regulatory process or pursuant to Georgia's Open Records Act, O.C.G.A. § 50-

18-70 et seq., prior to disclosing such information. In no case shall such notification occur more than five business days after receipt of such request.

Section 1.10. Delivery, Inspection and Acceptance

A. Delivery: All items shipped pursuant to this Agreement shall be shipped F.O.B. Destination. Unless otherwise specified in this Agreement, the risk of loss or damage in transit shall be upon Contractor. Delivery shall not be complete until the Goods have been actually received, inspected and accepted by County. Damaged material will not be accepted.

B. Inspection: County shall have the right to inspect the Goods supplied hereunder at any time at Contractor's facilities or elsewhere. Such inspection may include, without limitation, raw materials, components, work in process, and completed products as well as drawings, specifications, and released data. Final inspection and acceptance shall be within five (5) business days after delivery to the delivery point designated by County.

County may reject all Goods supplied hereunder, which are found to be defective. Goods so rejected may be returned to Contractor at Contractor's expense. No inspection, examination or test, regardless of extensiveness or type, and no approval give in connection with any such inspection, examination or test, whether under this Agreement or another contract for the same or similar Goods, shall relieve it, of any obligation to comply fully with all requirements of this Agreement, including the obligation to produce Goods that conform to all requirements of the drawings, specifications and any other contract documents.

At County's request, Contractor shall repair or replace defective Goods at Contractor's expense. Failure to inspect Goods, failure to discover defects in Goods or payment for Goods shall not constitute acceptance or limit any of County's rights, including without limitation those under the warranty provisions of this Agreement. Notwithstanding the foregoing, all returns shall be subject to Contractor's "Return Policy" attached hereto as Exhibit "D".

County may appoint a certified accountant to inspect and audit all records relating to the sale of Goods, Services, and grants of licenses, calculation of invoices, and the books and accounts of Contractor at Contractor's expense at all reasonable times and on reasonable notice.

Section 1.11. Indemnification

A. Indemnification of County. Contractor covenants and agrees to take and assume all responsibility for the Work rendered in connection with this Agreement. Contractor shall bear all losses and damages directly or indirectly resulting to it and/or County on account of the performance or character of the Work rendered pursuant to this Agreement. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless County and County's elected and appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, attorneys and volunteers (individually an "Indemnified Party" and collectively "Indemnified Parties") from and against any and all claims, suits, actions, judgments, injuries, damages, losses, costs, expenses and liability

of any kind whatsoever, including but not limited to attorney's fees and costs of defense ("Liabilities"), which may arise from or be the result of alleged willful, negligent or tortious conduct arising out of the Work, performance of contracted services, or operations by Contractor, any subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, except to the extent the negligent act is caused in part by a party indemnified hereunder. This indemnity obligation does not include Liabilities caused by or resulting from the negligence of an Indemnified Party. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this provision.

In any and all claims against an Indemnified Party, by any employee of Contractor, its subcontractor, anyone directly or indirectly employed by Contractor or subcontractor or anyone for whose acts Contractor or subcontractor may be liable, the indemnification obligation set forth in this provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. This obligation to indemnify, defend, and hold harmless the Indemnified Party(ies) shall survive expiration or termination of this Agreement, provided that the claims are based upon or arise out of acts or omissions that occurred during the performance of this Agreement and applies notwithstanding any contrary provision.

B. Intellectual Property Indemnification. Contractor shall hold County, its officers or employees harmless from liability of any nature or kind for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of this Agreement, for which Contractor is not the patentee, assignee, licensee, or other lawful user.

These obligations to indemnify the Indemnified Party(ies) shall survive the expiration or termination of this Agreement.

Section 1.12. Preservation of Immunities

No provision of this Agreement shall be construed or interpreted so as to waive any of the immunities or protections otherwise afforded the parties by the Constitution, statutes, rules and regulations of the State of Georgia. Nothing contained in this Agreement shall be construed to be a waiver of County's sovereign immunity or any individual's qualified good faith or official immunities.

Section1.13. No Personal Liability

Nothing herein shall be construed as creating any individual or personal liability on the part of any of County's elected or appointed officials, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers. No such individual shall be personally liable to Contractor or any successor in interest in the event of any default or breach by County or for any amount which may become due to Contractor or successor or on any obligation under the terms of this Agreement. Likewise, Contractor's performance under this

Agreement shall not subject Contractor's individual employees, officers, or directors to any personal liability. The Parties agree that their sole and exclusive remedy, claim, demand, or suit shall be directed and/or asserted only against Contractor or County, respectively, and not against any elected or appointed official, officers, boards, commissions, employees, representatives, consultants, servants, agents, attorneys and volunteers.

Section1.14. Immigration Compliance

Contractor acknowledges that it is responsible for complying with the provisions of the Georgia Security and Immigration Compliance Act of 2006 located at O.C.G.A. §13-10-90 et seq. and Georgia Department of Labor Rule 300- 10-1-.02. County reserves the right to require Contractor to dismiss, or require the dismissal of, any consultant or subcontractor for failing to provide the required affidavit or certification and/or for failure to comply with the statutory requirements of O.C.G.A. § 13-10-91 and/or for providing false or misleading information upon the required affidavit(s) or certification(s).

Section 1.15. Conflict of Interest and Ethics

Contractor represents, that, to the best of its knowledge no circumstances exist that will cause a conflict of interest in performing this Agreement. Should Contractor become aware of any aware of any circumstances which may cause a conflict of interest during the term of the Agreement, Contractor shall immediately notify County. If County determines that a conflict of interest exists, County may require that Contractor take action to remedy the conflict of interest or terminate the Agreement without liability. County shall have the right to recover any fees paid for Services rendered by Contractor which were performed while a conflict of interest existed if Contractor had knowledge of the conflict of interest and did not notify County within one week of becoming aware of the existence of the conflict of interest.

Section 1.16. Governing law

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the rules, regulations, statutes and laws of the State of Georgia will control. Any and all actions, claims, or suits arising out of or related to this Agreement shall be brought in a state or federal court of competent jurisdiction in Georgia. The Parties consent to personal jurisdiction in Cobb County, Georgia, and Contractor waives (a) any objection to jurisdiction or venue, and (b) any defense claiming lack of jurisdiction or improper venue in any action brought in such courts.

Section 1.17. Venue

The obligations of the parties outlined herein are to be performed in Cobb County, Georgia, and if legal action is necessary to enforce the same or to construe any of the provisions or contractual language of this Agreement, exclusive venue shall lie in Cobb County, Georgia.

Section 1.18. Relationship of the Parties

The parties do not intend that any provision of this Agreement or that any obligation specified herein create a partnership, joint venture, association, alliance or other similar arrangement between County and Contractor.

Section 1.19. Third party beneficiaries

The Parties hereto do not intend that any benefit be conferred on any third party or that the provisions hereof give rise to or create any duty or obligation or any cause of action arising therefrom on behalf of any third party.

Section 1.20. Force Majeure

Neither County nor Contractor shall be liable for their respective non-negligent or non-willful failure to perform or shall be deemed in default with respect to the failure to perform (or cure a failure to perform) any of their respective duties or obligations under this Agreement or for any delay in such performance due to: (i) any cause beyond their respective reasonable control; (ii) any act of God; (iii) any change in applicable governmental rules or regulations rendering the performance of any portion of this Agreement legally impossible; (iv) earthquake, fire, explosion, or flood; (v) strike or labor dispute, excluding strikes or labor disputes by employees and/or agents of Contractor; (vi) delay or failure to act by any governmental or military authority; (vii) any war, hostility, embargo, sabotage, civil disturbance, riot, insurrection, or invasion; or (viii) pandemic and/or public health crisis. In such event, the time for performance shall be extended by an amount of time equal to the period of delay caused by such acts, and all other obligations shall remain intact.

Section 1.21. Time is of the Essence

Contractor specifically acknowledges that time is of the essence for completion of the Work.

Section 1.22. Incorporation in Service Agreements

This Agreement is the main agreement between Contractor and County. This Agreement is incorporated by reference into all service and maintenance agreements entered into by and between County and Contractor. Notwithstanding any language to the contrary in any service or maintenance agreement, in the event of a conflict between this Agreement and the terms of a service and maintenance agreements, the terms and conditions of this Agreement shall prevail.

Section 1.23. Cumulative Remedies

All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the parties, or otherwise.

Section 1.24. Waiver

No failure by County to enforce any right or power granted under this Agreement, or to insist upon strict compliance by Contractor with this Agreement, and no custom or practice of County at variance with the terms and conditions of this Agreement shall constitute a general waiver of any

future breach or default or affect County's right to demand exact and strict compliance by Contractor with the terms and conditions of this Agreement. Further, no express waiver shall affect any term or condition other than the one specified in such waiver, and that one only for the time and manner specifically stated.

Section 1.25. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Section 1.26. Authorized Representatives

The individuals whose names appear below represent that they have or have been accorded by their governing or executive bodies the necessary authority to bind the entities on whose behalf each has executed this document.

Section 1.27. Amendment

No modification or alteration of or amendment to this Agreement shall be effective and binding unless executed by both parties with the same degree of formality as this indenture.

Section 1.28. Severability

If any paragraph, section, provision, sentence, clause or portion of this Agreement is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, provision, sentence, clause or portion of this Agreement and any such affected portion or provision shall be modified, amended or deleted to the extent possible and permissible to give the fullest effect to the purposes of the parties and to this Agreement, and the parties hereby declare that they would have agreed to the remaining parts of this Agreement if they had known that such provisions or portions hereof would be determined to be illegal, invalid or unenforceable.

Section 1.29. Assignment

Notwithstanding any provision to the contrary herein, this Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any such assignment must be in writing and shall include an assumption by the assignee thereof of the assignor's obligations hereunder.

Section 1.30. Successorship

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and except as otherwise provided in this Agreement and if applicable, their assigns.

Section 1.31. No Strict Construction

The parties hereto have participated jointly in the negotiation and/or drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by County and Contractor and

no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

Section 1.32. Non-Exclusivity

This Agreement is entered into solely for the convenience of County, and it in no way precludes County or any of County's departments or agencies from obtaining like Services from other vendors.

Section 1.33. Entire Agreement

Notwithstanding any language to the contrary contained in any Contractor documents, this Agreement, together with all attachments and exhibits attached hereto, represents the sole and entire agreement between the parties named herein and supersedes all previous or prior agreements, understandings, representations or commitments between the parties and their respective officials, officers, directors, contractors, employees and/or representatives. No oral promises, conditions, representations, understandings, interpretations or terms of any kind are in effect between the parties or have been offered as an inducement for either party to execute this document.

Section 1.34. Data Privacy and Transition Assistance

Contractor must comply with all applicable laws related to data privacy and security. Contractor shall reasonably cooperate with County and other parties in connection with the Services to be delivered under this Agreement, including without limitation any successor service provider to whom County's data is transferred in connection with the termination or expiration of this Agreement. Contractor shall assist County in exporting and extracting County's data, in a format usable without the use of the Services and as agreed by County, at no additional cost to the County. Any transition Services requested by County involving additional knowledge transfer and support may be subject to a separate transition statement of work.

Section 1.35. No Additional Charges

Unless otherwise specified herein, Contractor shall not include or impose any additional charges including, but not limited to, charges for shipping, handling, or payment processing. Contractor shall take all steps needed to keep County's and County's subcontractor's property free of third-party liens, and if required by applicable law, liens by Contractor, to the extent arising from Contractor's activities, and promptly obtain or bond the release of any such liens that may be filed.

Section 1.36. Invalid Terms

A. Notwithstanding anything else in this Agreement, including any exhibits, attachments or links provided therein, no term shall be valid that:

   1. Requires the County to:

      a. Defend, indemnify, or hold harmless another person or entity; or

      b. Be bound by terms and conditions that are unknown at the time of signing such contract or that may be unilaterally changed by the other party;

2. Provides for:
   a. A venue for any action or dispute other than the Superior Court of Cobb County, Georgia;
   b. The contract to be construed in accordance with the laws of a state other than the State of Georgia;
   c. Binding arbitration; or
   d. An automatic renewal such that County funds are or would be obligated in subsequent fiscal years; or
3. Is inconsistent with the provisions of O.C.G.A. § 50-18-70 et seq., relating to open records.

B. If Agreement, including any exhibits, attachments, links, or click-through provided therein, contains a term prohibited by this Agreement, such term shall be void, and the Agreement shall be otherwise enforceable as if it did not contain such term. Any refusal to supply any Goods or Services conditioned upon Cobb County submitting any extraneous terms and conditions shall be a material breach of the agreement.

C. Neither County, nor any agency or department thereof, shall be bound by any other terms and conditions included in any packaging, invoice, catalog, brochure, technical data sheet, website, webpage, link, or other document, physical or electronic, which attempts to impose any condition in variance of or in addition to the terms and conditions contain in this Agreement.

Section 1.37. Material Condition

Each term of this Agreement is material, and either Party's breach of any term of this Agreement shall be considered a material breach of the entire Agreement and shall be grounds for termination or exercise of any other remedies available to the other Party at law or in equity.

Section 1.38. Headings and Capitalization

All headings and capitalization herein are intended for convenience and reference only and in no way affect the interpretation of this Agreement.

Section 1.39. Survival of Terms

The provisions pertaining to Confidentiality, Open Records, Indemnification, Preservation of Immunities, No Personal Liabilities, Governing Law, Venue, Invalid Terms. shall survive termination or expiration of this Agreement.

Section 1.40. Limitation of Liability

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING DIRECTLY OR INDIRECTLY OUT OF THE PERFORMANCE OR BREACH OF THESE TERMS, SHALL CONTRACTOR BE LIABLE FOR (a) ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL,

CONSEQUENTIAL OR SIMILAR DAMAGES SUCH AS LOSS OF USE, LOST PROFITS, ATTORNEYS' FEES OR DELAY DAMAGES, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR CAUSED BY CONTRACTOR'S BREACH OF THIS AGREEMENT, (b) ANY CLAIM THAT PROPERLY IS A CLAIM AGAINST A MANUFACTURER, OR (c) ANY AMOUNT EXCEEDING THE AMOUNT PAID TO CONTRACTOR FOR GOODS FURNISHED TO COUNTY THAT ARE THE SUBJECT OF SUCH CLAIM(S). NOTWITHSTANDING THE FOREGOING, INDEMNITY CLAIMS PURSUANT TO SECTION 1.11 SHALL NOT BE SUBJECT TO THE LIMITATIONS CONTAINED HEREIN. ALL CLAIMS MUST BE BROUGHT WITHIN ONE (1) YEAR OF ACCRUAL OF A CAUSE OF ACTION.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, said parties have hereunto set their seals.

Contractor

Sheila Schnellenberger
Chief Sales Officer
HD Supply Facilities Maintenance, Ltd.

Date 11/13/2024

Owner

Lisa N. Cupid, Chairwoman
Cobb County Board of Commissioners

11/26/24
Date

SEAL

Attest:

Laura Houston, Director Contract & Bids

Attest:

Pamela L. Mabry, County Clerk

Approved as to Form

Cobb County Attorney's Office

EXHIBIT "A"

COUNTY INSURANCE REQUIREMENTS

Contractor shall maintain, during the term of this Agreement, the following insurance:

A. Requirement: Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may be caused, in whole or in part, by performance of the Work hereunder by Contractor, his agents, representatives, employees, or subcontractors.

B. Minimum Limits of Insurance:

Contractor shall maintain insurance policies with coverage and limits no less than:

i. Commercial General Liability: $1,000,000 combined single limit per occurrence for comprehensive coverage including bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use caused, in whole or in part, by damage for premises/operations, products/completed operations, independent contractors and contractual liability (specifically covering the indemnity), broad-form property damage, and underground, explosion and collapse hazard. This coverage may be achieved by using an excess policy. The applicable policy or policies must be on "an occurrence" basis ("claims made" coverage is not acceptable).

ii. Commercial Automobile Liability (owned, non-owned and hired): $1,000,000 combined single limit per occurrence and for bodily and personal injury, sickness, disease or death, injury to or destruction of property, including loss of use resulting therefrom.

iii. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the State of Georgia and Employers Liability of $1,000,000 per occurrence or disease.

iv. Excess Liability Coverage: $2,000,000 in liability excess coverage per occurrence above the Agreements stated minimum coverage limits for Commercial General Liability and the Workers' Compensation and Employers Liability policies of insurance. This may be satisfied by having the underlying liability limits that equal or exceed the combined amount of the underlying liability limits and umbrella coverage.

C. Other Insurance Provisions: The applicable policies are to contain, or be endorsed to contain, the following provisions:

i. General Liability and Excess Insurance

(a) Additional Insured Requirement. Cobb County, its elected and appointed officials, officers, boards, commissions, officers, employees, representatives, servants, and volunteers (hereinafter referred to as "Insured Party" or "Insured Parties") are to be **covered as additional insureds, by scheduled or blanket endorsement,** as respects: liability caused, in whole or in part, by activities performed by or on behalf of Contractor; products and completed operations of Contractor, premises owned, leased, or used by

Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Insured Parties. Nothing contained in this section shall be construed to require Contractor to provide liability insurance coverage to the any Insured Party for claims asserted against such Insured Party for its sole negligence.

(b) Primary Insurance Requirement. Contractor's insurance coverage shall be primary and noncontributing insurance as respects to any other insurance or self-insurance available to the Insured Parties. Any insurance or self-insurance maintained by the Insured Parties shall be in excess of Contractor's insurance and shall not contribute with it.

(c) Reporting Requirement. Any failure to comply with reporting provisions of the applicable policies shall not affect coverage provided to the Insured Parties.

(d) Separate Coverage. Coverage shall state that Contractor's insurance shall apply separately to each Insured Party against whom claim is made or suit is brought.

(e) Defense Costs/Cross Liability. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross-liability exclusion.

D. Workers' Compensation and Employers Liability Coverage: Contractor shall have and maintain in full force and effect for the duration of this Agreement, insurance protecting against claims for injuries to persons or damages to property which may be caused, in whole or in part, by the performance of the Work by Contractor, its agents, representatives, employees or subcontractors. The insurer shall agree to waive all rights of subrogation against County and its officers, officials, employees, and volunteers for losses caused, in whole or in part, by the work performed by Contractor for County.

E. Waiver of Subrogation: The insurers shall agree under each policy of insurance required by this Agreement to waive all rights of subrogation against the Insured Parties for losses caused, in whole or in part, by work performed by Contractor for County.

F. All Coverages:

i. Notice Requirement. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be canceled except after prior written notice of cancellation, according to state guidelines, by certified mail, return receipt requested, has been given to County as provided in the Notice Section of this Agreement. County reserves the right to accept alternate notice terms and provisions provided they meet the minimum requirements under Georgia law.

ii. Acceptability. The insurance to be maintained by Contractor must be issued by a company licensed or approved by the Insurance Commissioner to transact business in the State of Georgia. Such insurance shall be placed with insurers with a minimum AM Best's Policyholder's Rating of "A" or better and with a financial rating of Class VIII or greater.

iii. Failure of Insurers. Contractor shall be responsible for any delay resulting from the failure of any insurer to furnish proof of coverage in the prescribed form.

G. Verification of Coverage: Contractor shall furnish County with certificates of insurance and endorsements to the applicable policies evidencing all coverages required by this Agreement. Additionally, the declarations page for each insurance policy listed on the certificate of insurance shall be submitted to County. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements shall be received before any work commences. Contractor shall provide proof that any expiring coverage has been renewed or replaced prior to the expiration of the coverage. Contractor's failure to comply with this provision shall be considered a material breach of the Agreement.

H. Subcontractors: Contractor shall require all subcontractors to maintain insurance that is industry standard for the scope and risk of the services being provided by that subcontractor.

I. Failure to Comply: Failure to comply with all insurance requirements set forth in this Section and applicable to this agreement will not relieve Contractor from any liability under the agreement will not be construed to conflict with our limit Contractor's indemnification obligation obligations under the agreement.

J. Duration: All insurance required by this Section must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all Work has been completed to the satisfaction of County.

EXHIBIT "B"

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned Contractor verifies compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is contracting with Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned Contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Agreement period.

The undersigned further agrees that should it employ or Agreement with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the Agreement with Cobb County, Georgia, Contractor or subcontractor will:

(1) Notify the County within five business days of entering into a Agreement or Agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on the attached Exhibit "B-1" Subcontractor Affidavit prior to the commencement of any work under the agreement/Agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Exhibit "B-2" Immigration Compliance Certification prior to the commencement of any work under the agreement/Agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

40635

EEV (E-Verify) Program User ID Number

3/16/2024

EEV Program Date of Authorization

BY: Authorized Officer or Agent Contractor

HD Supply

Business Name

Dan S. McDevitt

Printed Name

11/13/2024

Date

SWORN AND SUBSCRIBED BEFORE ME

ON THIS THE 13th DAY OF November, 2024

Pamela P Smith

Notary Public Commission Expires: 02-22-2026

Version 09-20-2013

PAMELA P SMITH
MY COMMISSION EXPIRES
NOTARY
PUBLIC
FEBRUARY 22, 2026
COBB COUNTY, GEORGIA

EXHIBIT "B-1"

SUBCONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of Cobb County, Georgia, has registered with, is authorized to use, and is participating in a federal work authorization program (an electronic verification of work authorization program operated by the U.S. Department of Homeland Security or any equivalent federal work authorization program operated by the U.S. Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA)). The undersigned Contractor further attests that it will continue to use the federal Employment Eligibility Verification (EEV) work authorization program throughout the Agreement period.

The undersigned further agrees that should it employ or Agreement with any subcontractor(s) or should its subcontractor(s) employ other subcontractor(s) for the physical performance of services pursuant to the Agreement with Cobb County, Georgia, the undersigned subcontractor will:

(1) Notify the County within five business days of entering into an agreement or Agreement for hire with any subcontractor(s);

(2) Secure from any subcontractor(s) and/or their subcontractor(s) verification of compliance with O.C.G.A. § 13-10-91 on this Exhibit "B-1" Subcontractor Affidavit form prior to the commencement of any work under the agreement/Agreement;

(3) Secure from any subcontractor(s) and/or their subcontractor(s) a completed Exhibit B-2" Immigration Compliance Certification prior to the commencement of any work under the agreement/Agreement;

(4) Provide the subcontractor(s) with legal notice that Cobb County, Georgia, reserves the right to dismiss, or require the dismissal of, any Contractor or subcontractor for failing to provide the affidavit and/or for failure to comply with the requirements referenced in the affidavit;

(5) Maintain records of such compliance and provide a copy of each such verification to Cobb County, Georgia, at the time the subcontractor(s) is retained to perform such services or upon any request from Cobb County, Georgia; and

(6) Maintain such records for a period of five (5) years.

EEV (E-Verify) Program User ID Number

EEV Program Date of Authorization

BY: Authorized Officer or Agent Subcontractor

Subcontractor Business Name

Printed Name

Date

SWORN AND SUBSCRIBED BEFORE ME

ON THIS THE DAY OF , 20__

Notary Public Commission Expires: _____

Version 09-20-2013

EXHIBIT "B-2"

IMMIGRATION COMPLIANCE CERTIFICATION

(Required to be completed by Contractor and all Subcontractors)

I certify to the Cobb County Board of Commissioners that the following employees will be assigned to:

HD Supply uses everify for all employee

(Project Name/Description)

_____

_____

_____

I further certify to Cobb County, Georgia the following:

- The E-Verify program was used to verify the employment eligibility of each of the above-listed employees hired after the effective date of our Agreement to use the program;
- We have not received a Final Nonconfirmation response from E-Verify for any of the employees listed.
- If we receive a Final Nonconfirmation response from E-Verify for any of the employees listed above, we will immediately terminate that employee's involvement with the project.
- I have confirmed that we have an I-9 on file for every employee listed above and that to the best of my knowledge all the I-9s are accurate.
- To the best of my knowledge and belief, all of the employees on the above list are legally authorized to work in the United States.
- If any other employee is assigned to this Cobb County project, a certification will be provided for said employee prior to the employee commencing work on the project.

To the best of my knowledge and belief, the above certification is true, accurate and complete.

Sworn to by:

Signature of Officer

Sheila Schnellenberger, Chief Sales Officer

Printed Name/Title

11/13/2024

Date

Employer Name and Address:

HD Supply Facilities Maintenance, Ltd

3400 Cumberland Blvd SE

Atlanta, GA 30339_4435

SWORN AND SUBSCRIBED BEFORE ME

ON THIS THE 13th DAY OF November, 2024

Pamela P Smith

Notary Public

Commission Expires: 02-22-2026

PAMELA P SMITH
COBB COUNTY, GEORGIA
NOTARY PUBLIC
MY COMMISSION EXPIRES
FEBRUARY 22, 2026

Version 09-20-2013

EXHIBIT "C"

CONFLICT OF INTEREST AFFIDAVIT

As a duly authorized representative of the firm HD Supply, I, Shelia Schnellenberger, with the title Chief Sales officer, certify that to the best of my knowledge no circumstances exist that will cause a conflict of interest in performing services for Cobb County, Georgia, that no employee of Cobb County, nor any public agency official or employee affected by this Agreement has any pecuniary interest in the business of this firm, associates or consultants of this firm, or the firm's parent firm, subsidiary, or other legal entity of which this firm is a part, and that no person associated with or employed by this firm has any interest that would conflict in any way, manner or degree with the performance of services for Cobb County, Georgia.

Contractor Name: HD Supply

Authorized Representative Name: Shelia Schnellenberger

Title: Chief Sales officer

Signature:

Date: 11/13/2024

Subscribed and sworn before me

on this the 13th day of November, 2024.

Notary Public

PAMELA P SMITH
MY COMMISSION EXPIRES FEBRUARY 22, 2026
NOTARY PUBLIC
COBB COUNTY, GEORGIA

My Commission Expires: 02-22-2026

EXHIBIT "D"

RETURN POLICY

We've developed our Return Policy to make returns as easy as possible for you.

Simply complete the online return form for assistance with:

- Return authorization
- Damaged or defective items
- Short Shipped

We accept returned product in its original packaging up to 90 days from the date of purchase. To speed up your processing time, quicker credit and tracking information, please complete the online return form, or contact Customer Service at 1-866-455-8901 for assistance. Our representative will provide a Returned Goods Authorization (RGA) number to include on the returned package and an expected time for your package pickup.

Step 1

Complete the online return form. Your return will be processed within 24 business hours. To verify if your items are eligible for return, please call Customer Service.

Or call 1-866-455-8901 and provide the reason for your return, part number, and order number. Our Customer Care representative will validate that the item(s) you wish to return are eligible for return and issue an RGA.

Step 2

Once your return is processed, you will get an RGA number. Write the RGA number on a label and put it on the package to be returned. If the package came from a third-party carrier, a return shipping label will be issued or a pickup scheduled for all returnable products. Place the return label over the original shipping label and reseal the box. (Please retain the tracking information from your return label for future reference).

Step 3

Return the package with the HD Supply issued RGA number and return label to the driver.

Some items cannot be returned to HD Supply. These include:

- Customized orders, such as custom made-to-order and fabricated items
- Ships From Manufacturer items
- Hazardous materials
- Goods shipped outside the continental United States
- Special orders, such as noncatalog items and volume purchases
- Warranty items

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Utility Service
PRESENTER: Don Miller

ITEMS: VIII.E
PREPARED BY: Ben Glynn

SUBJECT: CONSENT AND APPROVAL TO USE THE SOLE SOURCE, AQUAMETRIC, FOR SENSUS METERS AND SERVICES

Expenditure Required: $250,000.00
Amount Budgeted: $250,000.00
Funding Account: 500-100-5510-08
Additional Appropriation Required:

EXECUTIVE SUMMARY

Aqua Metric is the exclusive distributor of Sensus products in Texas. The City currently installs Sensus meters for all new water connections and this will allow us to continue the new installs and provide for any meter replacements that may be necessary.

RECOMMENDATION

Staff recommends approval of the use of the sole source Aquametrics.

ATTACHMENTS:

Sensus Sole Source Letter - AquaMetric 9-29-26.pdf

Drew Scranton
Sensus USA, Inc
Director of Sales Central Region
309-214-5332
drew.scranton@xylem.com

September 29, 2026

To Whom It May Concern:

Sensus USA, Inc is pleased to announce that **Aqua Metric of Selma, TX** is the exclusive Authorized Distributor of Sensus products and Value Added Reseller (VAR) for Sensus Services such as SaaS in the states of Texas and Louisiana.

Please contact Aqua Metric for all of your Sensus needs. Purchasing Sensus products and services from the authorized distributor for your area ensures that your products will be properly supported and warranted.

We look forward to the opportunity of providing your firm with quality water measurement equipment and support in the near future. Please feel free to contact me at
drew.scranton@xylem.com regarding this or any other matter.

Sincerely

Drew Scranton
Director of Sales Central Region
Sensus USA, Inc

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Utility Service
PRESENTER: Don Miller

ITEMS: VIII.F
PREPARED BY: Ben Glynn

SUBJECT: CONSENT AND APPROVAL TO USE TIPS CONTRACT NO. 23010401 TO PURCHASE METER RELATED SUPPLIES FROM ACCURATE UTILITY SUPPLY

Expenditure Required: $125,000.00
Amount Budgeted: $125,000.00
Funding Account: 500-100-5316-00; 500-100-5510-08
Additional Appropriation Required:

EXECUTIVE SUMMARY

Accurate Utility is located in Katy and can provide all the parts necessary for installing new meters and repairing existing meter infrastructure. Approval supports these ongoing installation and maintenance needs.

RECOMMENDATION

Staff recommend approval of the use of TIPS contract 23010401

ATTACHMENTS:

23010401_CONTRACT_Accurate_Utility_Supply.pdf

TIPS VENDOR AGREEMENT (Part 1)

TIPS RFP 230104 Trades, Labor, and Materials (PART 1)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Accurate Utility Supply, LLC

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 1 of the related solicitation opportunity. If Vendor proposes and is awarded on Part 2, a separate Part 2 Vendor Agreement shall control Part 2 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 1 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 1 TIPS solicitation document resulting in this Agreement; (2) Any Part 1 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 1 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 1 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** This Agreement with TIPS is for approximately five years.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. Vendor certifies by signing this agreement that Vendor's TIPS Pricing for all goods and services included in Vendor's TIPS Pricing shall either be equal to or less than Vendor's current pricing for that good or service for any other customer. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).**

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING**

SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

16. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the

Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

20. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. Termination.

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months

or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover

said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with

all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

45. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

46. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

47. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

48. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

49. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

50. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

51. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RFP 230104 Trades, Labor, and Materials (Part 1)

Vendor Name: Accurate Utility Supply, LLC

Vendor Address: 5445 Stockdick School Road

City: Katy State: TX Zip Code: 77449

Vendor Authorized Signatory Name: Caleb Burson

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Phone: 281-391-8100

Vendor Authorized Signatory Email: caleb@accuratemeter.com

Vendor Authorized Signature: CB Date: 2-17-2023

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 4/25/2023

230104
Accurate Utility Supply, LLC
Supplier Response

Event Information

Number: 230104
Title: Trades, Labor, and Materials (2 Part with JOC)
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. Please see the attachment entitled TIPS

Informational – Do I Respond to Part 1, Part 2, or Both" for more information.

IF YOU CURRENTLY HOLD TIPS CONTRACT 200201 TRADES, LABOR AND MATERIALS ("200201"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200201.

IF YOU HOLD A TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT OTHER THAN 200201 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT UNLESS YOU ONLY HOLD "PART 1" OR "PART 2" AND ARE AWARDED HEREIN ON PART THAT YOU DO NOT YET HOLD.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200201 WHICH COVERS ALL OF YOUR OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Accurate Utility Supply, LLC Information

Contact: Caleb Burson
Address: 5445 Stockdick School Road
Katy, TX 77449
Phone: (281) 391-8100
Email: caleb@accuratemeter.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Caleb Burson
Signature

caleb@accuratemeter.com
Email

Submitted at 2/17/2023 01:16:57 PM (CT)

Requested Attachments

Pricing Form 1 (Part 1)

230104 Pricing Form 1 (Part 1).xlsx

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1)

230104 Pricing Form 2 (Part 1).xlsx

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents (Part 1)

No response

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Vendor Agreement (Part 1)

230104 Vendor Agreement (Part 1).pdf

If responding to Part 1, the Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 1)

230104 Vendor Agreement Signature Form (Part 1).pdf

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Part 2 Required Bonding Capacity Letter

No response

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor’s bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor’s Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Optional Xactimate Response Attachment (Part 2)

No response

If proposing on Part 2, this pricing method is optional and CANNOT be used instead of the required RS Means Pricing on Part 2. RS Means Pricing is required on Part 2 but Vendor may submit this pricing option in addition to the required RS Means Pricing and the two pricing scores will be averaged for Part 2. If desired, the Optional Additional Xactimate Pricing Form (Part 2) may be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Agreement (Part 2)

No response

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)

No response

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form

Reference Form JOC (Parts 1 & 2).xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form

230104 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9

AUS W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only)

AUS HUB.jpg

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only)

274164_small.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

YES

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

Yes

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Full service waterworks supply house offering pipe, valves, hydrants, meters, brass, fittings and more.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Caleb Burson

7	**Primary Contact Title** Primary Contact Title Vice President
8	**Primary Contact Email** Please enter a valid email address that will definitely reach the Primary Contact. caleb@accuratemeter.com
9	**Primary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 2813918100
10	**Primary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*
11	**Primary Contact Mobile** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). *No response*
12	**Secondary Contact Name** Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. Sara Burson
13	**Secondary Contact Title** Secondary Contact Title Vice President
14	**Secondary Contact Email** Please enter a valid email address that will definitely reach the Secondary Contact. sara@accuratemeter.com

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2813918100

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Dan LeNeveu

19 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

dan@accuratemeter.com

20 Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2813918100

21 Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Henry Blevins

22 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

sales@accuratemeter.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2813918100

24 **Company Website**

Company Website (Format - www.company.com)

www.accuratemeter.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

5445 Stockdick School Road

27 **Primary Address City**

Primary Address City

Katy

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

TX

29 **Primary Address Zip**

Primary Address Zip

77449

30

Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

water
wastewater
utility supplies
water meter
brass
fire hydrant
badger meter
AFC
AMR
AMI
pipe
valves
fittings
sewer
wastewater
manhole

31

Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32

Vendor's Principal Place of Business (City)

In what city is Vendor's principal place of business located?

Katy

33

Vendor's Principal Place of Business (State)

In what state is Vendor's principal place of business located?

TX

34

Vendor's Years in Business

How many years has the business submitting this proposal been operating in its current capacity and field of work?

35

35 **Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts**

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.

Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is $100 and for "Material A Maintenance Service" is $100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $90, "Material A Maintenance Service" - $90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for $200 and have increased the price of "Material A" to $110 and the price of "Material A Maintenance Service" to $110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $99, "Material A Maintenance Service" - $99, and "Material B" - $180.00.

If you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing that you offer?

20%

37	**Honoring Vendor's Part 1 Minimum Percentage Discount** Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1. If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract? Yes

38	**Volume and Additional Discounts** In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members? If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response. Yes

39

Part 1 "Catalog Pricing" and Pricing Requirements

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40

REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient

What is Vendor's Regular Hours RS Means Coefficient?

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below.

No response

41	**REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient** What is Vendor's After-Hours RS Means Coefficient? The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information. You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein. The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab. Insert Vendor's After-Hours RS Means Coefficient below. *No response*

42	**REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book** Here, Vendor must enter a percentage, not a coefficient. If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup. **Example:** In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor $100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for $130.00 or less in this example. Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored. What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? *No response*

43	**REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements** **This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.** Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2. If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval. Yes, Vendor agrees
44	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes

45	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

46	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.

47	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

48	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

49	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

51

Required Confidentiality Claim Form

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form.

If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion.

Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

52

Non-Discrimination Statement and Certification

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

53

Limitation of Vendor Indemnification and Similar Clauses

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

54

Alternative Dispute Resolution Limitations

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

55

No Waiver of TIPS Immunity

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

56

Payment Terms and Funding Out Clause

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

57

Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

58	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes

59	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

60	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

61	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

62 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

63 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

64

Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

65

Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

66

Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Not Applicable

67

Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68

Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

69	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

70	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

71	**Suspension or Debarment Certification** Read the instructions in the attribute above and then answer the following accurately. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Does Vendor certify? Yes

72	**Vendor Certification of Criminal History - Texas Education Code Chapter 22** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law. **DEFINITIONS** **Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. **Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **Vendor certifies:** **NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement. **OR** **SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity. Which option does Vendor certify? None

73	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

74	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

75	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

76	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
77	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
78	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

79	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
80	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes
81	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes

82	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

83	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

84

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes

85

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

86

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes

87	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes

88	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

89	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

90

2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

91

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor’s TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

92

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

93	**2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance** Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable. Does Vendor certify? Yes

94	**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Does Vendor certify? Yes

95	**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

96	**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

97	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
98	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
99	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
100	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. Yes

101	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes

102	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 230104 Trades, Labor, and Materials (2 Part with JOC)	Accurate Utility Supply, LLC

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. TIPS will reach out via the emails provided so please ensure that they are typed and accurate. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying

You must provide below at least five (5) references from five different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact	Valid Contact Email	Valid Contact Phone
The City of Bay City	Barry Calhoun	bcalhoun@cityofbaycity.org	979-245-7236
The City of Texas City	Corbin Ballast	cballast@texascitytx.gov	409-359-5505
Rice University	Keaton Kinstley	krk7@rice.edu	713-348-3952

TIPS CONTRACT 230104

REQUIRED CONFIDENTIALITY CLAIM FORM

(*VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION*)

Vendor Entity Name: Accurate Utility Supply, LLC

Vendor Authorized Signatory Name: Caleb Burson

Vendor Authorized Signatory Title: Vice President

Vendor Authorized Signatory Email: caleb@accuratemeter.com

Vendor Address: 5445 Stockdick School Road

City: Katy State: TX Zip Code: 77449

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(*VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM*)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(*Confirm each bullet point and sign below*)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

VENDOR SUPPLEMENTAL INFORMATION

TIPS permits Vendors to submit supplemental documentation and information ("Vendor Supplemental Information") with their proposals to display to TIPS Member Customers their qualifications, offerings, and special terms. The following documents are for marketing and informational purposes only. They are not terms of Vendor's TIPS Contract. If the Vendor Supplemental Information herein contains any warranties, terms, or conditions, the TIPS Member Customer may review and determine whether or not those are applicable and acceptable for any TIPS purchase before proceeding. If the Vendor Supplemental Information contains any licenses or certificates, TIPS encourages the TIPS Member Customer to ensure current accuracy at the time of a TIPS purchase.

Texas Historically Underutilized Business (HUB) Certificate

HUB
Statewide Historically Underutilized Business Program

Certificate/VID Number:	**1460994995400**
File/Vendor Number:	**523695**
Approval Date:	**12-AUG-2020**
Scheduled Expiration Date:	**12-AUG-2024**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

ACCURATE UTILITY SUPPLY, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 14-AUG-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (**https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp**) or by contacting the HUB Program at **512-463-5872** or toll-free in Texas at **1-888-863-5881**.

Rev. 06/19

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Utility Service
PRESENTER: Don Miller

ITEMS: VIII.G
PREPARED BY: Ben Glynn

SUBJECT: CONSENT AND APPROVAL TO USE TIPS CONTRACT NO. 26010402 WITH TRON ELECTRIC

Expenditure Required: $125,000.00
Amount Budgeted: $125,000.00
Funding Account: 500-100-5510-04; 500-100-5510-05; 500-100-5511-00; 500-100-5513-02
Additional Appropriation Required:

EXECUTIVE SUMMARY

Tron Electric can provide electrical contract services for all utility sites. Approval supports troubleshooting, repairs, and upgrades to City utility sites.

RECOMMENDATION

Staff recommends approval for the use of TIPS contract 26010402

ATTACHMENTS:

26010402_JOC_CONTRACT_TRADES_TRON_ELECTRIC.pdf

TIPS VENDOR AGREEMENT (Part 2)

TIPS RCSP 260104 Trades, Labor, and Materials (Part 2)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Tron Electric, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 2 of the related solicitation opportunity. If Vendor proposes and awarded on Part 1, a separate Part 1 Vendor Agreement shall control Part 1 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 2 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 2 TIPS solicitation document resulting in this Agreement; (2) Any Part 2 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 2 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 2 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of

correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide either a RS Means, BNi® Costbook ("BNi®"), or Xactimate line-item estimates to TIPS for each anticipated TIPS project or sale. TIPS Vendor shall never charge a TIPS Member a line-item charge or specific fee for providing an RS Means, BNi® Costbook ("BNi®"), or Xactimate quote or estimate through the TIPS Program. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, the TIPS Contract Name and Number included, and authorized signatures on behalf of both the TIPS Member and Vendor) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a

payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional three consecutive one-year terms. The three consecutive one-year renewals shall renew automatically annually, unless either Party notifies the other of its objection to a renewal. TIPS reserves the right to object to and refuse any or all of the three consecutive one-year renewals.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023, in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "two-year" term, (which is subject to an extension(s)) will be May 31, 2025 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the first one-year renewal and the Contract Expiration Date is May 31, 2025, then the one-year renewal is effective from May 31, 2025, to May 31, 2026.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS,**

AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Intellectual Property Indemnification by Vendor. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information

directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Subcontractors.** TIPS recognizes that many vendors operate in the open market through the use of subcontractors. For that reason, TIPS permits Vendor to utilize subcontractors as authorized and permitted by the TIPS Member Customer. However, all purchase documents must include: (1) Vendor's Name, as known to TIPS, and; (2) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Vendor must report the sale pursuant to the terms herein and Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales even when subcontractors are utilized. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member to Vendor. The Parties intend that Vendor shall be responsible and for actions of subcontractors during a TIPS Sale. Vendor agrees that it is voluntarily authorizing subcontractors and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to subcontractor TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that a subcontractor caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This

termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses,

remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Wage Rates:** TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book and BNi® Costbook ("BNi®") accounts for local wage rates and the contractor must comply with RS Means or BNi® Costbook ("BNi®") and any additional wage rate requirements of the TIPS Member Customer.

45. **Engineering and Architectural Services:** It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.

46. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

47. **Marketing.** Vendor agrees that any logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("Vendor Property") approved or provided by Vendor for TIPS' use are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to allow TIPS use of Vendor Property. Vendor permits TIPS to use their name and logo to identify Vendor as a TIPS Awarded Vendor on the TIPS website only. All other use of Vendor's Property by TIPS shall require prior written Vendor approval. Any Vendor use of TIPS' logos, images, photos, writing, audio, clip art, music, data, promotional documents, or any other information or intellectual property ("TIPS Property") or reference to TIPS in marketing outreach requires Vendor to obtain prior written authorization from marketing@tips-usa.com which will not be unreasonably withheld. Vendor must execute a TIPS Marketing Waiver before specific, written authorization will be granted. For any marketing outreach taken by Vendor without proper TIPS' authorization and execution of the TIPS Marketing Waiver, **Vendor shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving:**
    i. **Infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', authorized resellers', subcontractors', or invitees') unauthorized use or distribution of Vendor Property.**
    ii. **Violations of privacy and data laws; and**
    iii. **Unauthorized use or distribution of TIPS Property.**

48. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

49. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

50. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

51. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

52. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

53. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS RCSP 260104 Trades, Labor, and Materials (Part 2)

Vendor Name: Tron Electric, Inc.

Vendor Address: 1009 Airline Drive

City: Katy State: TX Zip Code: 77493

Vendor Authorized Signatory Name: Stacy Cullever

Vendor Authorized Signatory Title: VP Operations

Vendor Authorized Signatory Phone: 281-687-2721

Vendor Authorized Signatory Email: Scullever@tronelectric.com

Vendor Authorized Signature: Stacy Cullever Date: 2/24/2026

(*The following is for TIPS completion only*)

TIPS Authorized Signatory Name: Dr. Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 04/22/2026

260104 Addendum 1
Tron Electric, Inc.
Supplier Response

Event Information

Number: 260104 Addendum 1
Title: Trades, Labor, and Materials (2 Part with JOC)
Type: Request for Proposal
Issue Date: 1/5/2026
Deadline: 2/27/2026 03:00 PM (CT)
Notes: Historically, TIPS JOC (Part 2) solicitations have utilized the RS Means Price Book as the designated price book. This bid allows proposers to bid coefficients to be applied to ***either*** the RS Means Pricebook or the BNi® Costbook ("BNi®") at the time of the TIPS sale.

This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or

not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

IF YOU CURRENTLY HOLD TIPS CONTRACT 210205 TRADES, LABOR, AND MATERIALS JOC ("210205") YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR TRADES/CONSTRUCTION OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 210205.

IF YOU CURRENTLY HOLD ANY OTHER TIPS CONTRACT IN THE "TRADES, LABOR, AND MATERIALS" CATEGORY, WHETHER PART 1 OR PART 2 OR BOTH, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU ARE SEEKING A PART THAT YOU DO NOT ALREADY HAVE. (EXAMPLE: YOU HAVE PART 1 AND ARE NOW SEEKING PART 2) OR IF YOU ARE SEEKING THE BNi® Costbook ("BNi®") JOC PRICING OPTION.

IF YOU HOLD AN EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT, OTHER THAN 210205, AND YOU CHOOSE TO RESPOND TO THE SAME PART 1/PART 2 VERSION HEREIN, YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT WILL BE TERMINATED AND REPLACED BY THE NEW PART 1 OR PART 2 OF THIS CONTRACT.

ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TRADES, LABOR, AND MATERIALS" CATEGORY WHICH COVERS ALL OF YOUR CONSTRUCTION/TRADE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR IF YOU ARE SEEKING THE BNi® Costbook ("BNi®") JOC PRICING OPTION.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Tron Electric, Inc. Information

Contact:	Ren Canton
Address:	1009 Airline Dr. Katy, TX 77493
Phone:	(281) 347-4004
Fax:	(281) 347-4006
Email:	ren@tronelectric.com
Web Address:	www.tronelectric.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Stacy Cullever
Signature

Scullever@tronelectric.com
Email

Submitted at 2/26/2026 02:13:23 PM (CT)

Requested Attachments

Vendor Agreement (Part 1)

No response

If responding to Part 1, the Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 1)

No response

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Pricing Form 1 (Part 1)

No response

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1)

No response

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

(3) Required Customer Reference Letters

Letters of Reference.pdf

Whether responding to Part 1, Part 2, or both. Vendor is required to upload three Customer Reference Letters from three separate customers as described herein. Vendor will be scored on the aggregate Reference Letters received from customers as described in the solicitation. Vendor must provide three current letters (issued within the 12 months preceding the date on which the solicitation was posted) from its customers verifying Vendor’s customer service and reputation as described herein. (Ex. if the solicitation/bid posted on February 4, 2024, the letters must be dated on or after February 1, 2023). The letters must be issued from customers who have received goods or services from the Vendor or its current corporate officials, on entity/company letterhead, must specify its customer experience with Vendor, and must be signed by an authorized representative of the customer. TIPS Reference Forms from past bids will no longer be accepted.

Required Confidentiality Claim Form

260104 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Alternate or Supplemental Pricing Documents (Part 1)

No response

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Current Form W-9

2026 W9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Vendor Agreement (Part 2)

260104 Vendor Agreement - JOC (Part 2).pdf

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)

260104 Vendor Agreement Signature Form (Part 2).pdf

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Part 2 Required Bonding Capacity Letter

Bond Reference Letter - Tron Electric.pdf

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor’s bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor’s Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Vendor Logo (Supplemental Vendor Information Only)

TRON 2026 Logo.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Certificates & Licenses (Supplemental Vendor Information Only)

Contractor, Master License.pdf

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

No response

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas

5	**Description of Vendor Entity and Vendor's Goods & Services** If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing. Full Service Electrical Contractor for new construction, existing building renovations/ tenant improvements, design build, installation, repair and maintenance of electrical systems and generator installations. Specializing in educational, commercial and industrial facilities. Our scope of work includes but not limited to: Interior and exterior lighting, electrical switchgear, panelboards, special breakers, disconnects, motor starters, receptacles, switches, lighting controls, other miscellaneous electrical items, adding electrical panels, electrical feeders, electrical circuitry, sports lighting and maintenance, parking lot lighting installation and maintenance, underground pole line construction and maintenance.
6	**Primary Contact Name** Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract. Stacy Cullever
7	**Primary Contact Title** Primary Contact Title VP Operations
8	**Primary Contact Email** Please enter a valid email address that will definitely reach the Primary Contact. scullever@tronelectric.com
9	**Primary Contact Phone** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly. 2813474004
10	**Primary Contact Fax** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 2813474006
11	**Primary Contact Mobile** Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477). 2813872721
12	**Secondary Contact Name** Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract. Ren Canton
13	**Secondary Contact Title** Secondary Contact Title President

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

Ren@tronelectric.com

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

2813474004

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2813474006

17 Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2817233706

18 Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Tammy Canton

19 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

Tammy@tronelectric.com

20 Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2813474004

21 Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Crystal Dirigo

22 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

Crystal@tronelectric.com

23 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2813474004

24 Company Website

Company Website (Format - www.company.com)

www.tronelectric.com

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Tron Electric Inc., Tron Electric

26 Primary Address

Primary Address

1009 Airline Drive

27 Primary Address City

Primary Address City

Katy

28 Primary Address State

Primary Address State (2 Digit Abbreviation)

Texas

29 Primary Address Zip

Primary Address Zip

77493

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Electric, Electrical, Electrician, Light, Lights, Lighting, Lighting Controls, Construction, Service, Maintenance, Generator, Installation, Motor Controls, Renovation, Contractor, Energy Management, Pole Light, Pole, Parking Lot, LED, Switches, Receptacle, Power, Repair, HVAC Circuit, Stadium, Back up, Temp, Temporary

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32	**Vendor's Principal Place of Business (City)** In what city is Vendor's principal place of business located? Katy
33	**Vendor's Principal Place of Business (State)** In what state is Vendor's principal place of business located? Texas
34	**Vendor's Years in Business** How many years has the business submitting this proposal been operating in its current capacity and field of work? 35
35	**Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts** This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2. Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract. Does Vendor agree? Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is $100 and for "Material A Maintenance Service" is $100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $90, "Material A Maintenance Service" - $90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for $200 and have increased the price of "Material A" to $110 and the price of "Material A Maintenance Service" to $110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $99, "Material A Maintenance Service" - $99, and "Material B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

0%

37 **Honoring Vendor's Part 1 Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38

Volume and Additional Discounts

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

No

39

Part 1 "Catalog Pricing" and Pricing Requirements

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40

REQUIRED FOR PART 2 - Vendor's Regular Hours Coefficient to Apply to Selected Price Book

What is Vendor's Regular Hours Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

At the time of TIPS Sale(s), the Vendor may choose whether to use the RS Means Price Book or the BNi® Unit Price Book.

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

The BNi® Unit Price Book is a unit price book adjusted for different geographic areas by using regional multipliers for each location. You may visit https:// https://www.bnibooks.com for more information.

You must review the TIPS Part 2 JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the selected Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours Coefficient below, to propose a 5% discount off of the selected Price Book, Vendor would insert a .95 as their Regular Hours Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

1

41	**REQUIRED FOR PART 2 - Vendor's After-Hours Coefficient** What is Vendor's After-Hours Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.** At the time of TIPS Sale(s), the Vendor may choose whether to use the RS Means Price Book or the BNi® Unit Price Book. The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information. The BNi® Unit Price Book is a unit price book adjusted for different geographic areas by using regional multipliers for each location. You may visit https:// https://www.bnibooks.com for more information. You must review the TIPS Part 2 JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein. The most common After-Hours Coefficient is "time-and-a-half" of the standard Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS JOC Pricing Explanation & Rubric under the "Attachments" tab. Insert Vendor's After-Hours Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.** 1.5

42	**REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the Selected Price Book** Here, Vendor must enter a percentage, not a coefficient. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.** If Vendor sells items which cannot be found in the price book selected by the Vendor and Member at the time of sale, either the RS Means Price Book or the The BNi® Unit Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup. **Example:** In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the selected price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor $100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for $130.00 or less in this example. Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored. What is Vendor's Percentage Markup of items not Pre-Priced within the selected price book? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.** 50%

43	**REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements** **This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.** Vendor must respond to the required pricing attributes above seeking price book coefficients and a percentage markup if seeking to propose on Part 2. If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide either an RS Means or BNi® line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval. Yes, Vendor agrees

44	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

45	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
46	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
47	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

48	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

49	**Prohibition of Vendor Conflict of Interest (Tex. Edu. Code § 11.067)** **This is a requirement of the TIPS Contract and is non-negotiable.** "Substantial Interest", as used in this attribute, is defined in Tex. Edu. Code § 11.067(b). By submission of this proposal, the Vendor certifies that at the time of proposal submission, no individual serving on the Region 8 ESC Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor. Vendor further certifies that it shall not enter a contract with a Texas school district TIPS Member under this TIPS Contract if an individual serving on that TIPS Member's Board of Trustees: (1) Has a substantial interest in the Vendor, or (2) Is related by the second degree by consanguinity or affinity (as determined under Chapter 573, Government Code) to an individual with a substantial interest in the Vendor.

50	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

51	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.
52	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.
53	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify

54	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree
55	**Alternative Dispute Resolution Limitations** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Does Vendor agree? Yes, Vendor agrees
56	**No Waiver of TIPS Immunity** **This is a requirement of the TIPS Contract and is non-negotiable.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Does Vendor agree? ☑ Yes, Vendor agrees

57	**Payment Terms and Funding Out Clause** **This is a requirement of the TIPS Contract and is non-negotiable.** Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. Does Vendor agree? ☑ Yes, Vendor agrees
58	**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)** Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Does Vendor certify? Yes, Vendor certifies
59	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes, Vendor certifies

60	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes, Vendor certifies

61	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes, Vendor certifies

62	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes, Vendor certifies

63	**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement. For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001). When applicable, does Vendor certify? Yes, Vendor certifies

64

Felony Conviction Notice - Texas Education Code 44.034

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

65

Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

66

Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes, Vendor certifies - VENDOR HAS NO CONFLICT

67	**Conflict of Interest Questionnaire Requirement - Form CIQ - Continued** If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." Have you uploaded this form if applicable? Not Applicable
68	**Upload of Current W-9 Required** Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity. You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.
69	**Regulatory Good Standing Certification** Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations? If Vendor selects "No", Vendor must provide explanation on the following attribute question. Yes, Vendor certifies
70	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

71	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

72	**Suspension or Debarment Certification** Read the instructions in the attribute above and then answer the following accurately. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Does Vendor certify? Yes, Vendor certifies

73	**Vendor Certification of Criminal History - Texas Education Code Chapter 22** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law. **DEFINITIONS** **Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. **Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **Vendor certifies:** **NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement. **OR** **SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity. Which option does Vendor certify? Yes, I certify - SOME (Section B)

74	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
75	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
76	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

77	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
78	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
79	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

80	**2 CFR Part 200 or Federal Provision - Prohibition of Cost Plus** Contracts paid with federal funds which exceed the simplified acquisition threshold currently set at $250,000 (2 CFR 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, may not utilize a cost plus percentage of cost and percentage of cost method of contract pricing. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members for a TIPS Sale resulting from this procurement process which exceeds the simplified acquisition threshold, Vendor shall not utilize a cost plus a percentage of cost and percentage of cost method of contract pricing for that expenditure. If Vendor fails to certify and proposes a Cost Plus Markup Method of pricing anywhere in their proposal, Vendor will **not** be listed as federally/EDGAR compliant for TIPS purposes. Does Vendor certify? Yes, Vendor agrees.
81	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
82	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes, Vendor agrees

83	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes, Vendor agrees

84	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees

85	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

86

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor certify that it has NOT lobbied as described herein?

Yes, Vendor certifies - NO Reportable Lobbying

87

2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued

If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

88

2 CFR Part 200 or Federal Provision - Federal Rule

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000)

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Does vendor certify compliance?

Yes, Vendor certifies

89	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies
90	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

91	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes, Vendor certifies

92	**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications** ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor certify? Yes, Vendor certifies

93

2 CFR Part 200 or Federal Provision - Contract Cost & Price

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes, Vendor certifies

94

2 CFR Part 200 or Federal Provision - Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes, Vendor certifies

95

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes, Vendor certifies

96

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes, Vendor certifies

97

2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

98

2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes, Vendor certifies

99	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
100	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
101	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
102	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. YES

103	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? Yes, Vendor certifies

104	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

BASS
CONSTRUCTION
Building a Legacy

February 9, 2026

Re: Fort Bend County – Letter of Recommendation

To whom it may concern:

My name is Jay Durrett and I am a V.P. at Bass Construction Co., Inc. This letter is to serve as my recommendation of TRON ELECTRIC as an experienced electrical contractor. I am happy to say that for over a decade now we have worked with TRON on a regular basis, ranging from small renovations to large ground-ups, and they have consistently performed at a high level on all of them.

It has been my personal experience in working with Tron Electric that their personnel are honest and hard-working. From before the project starts, during the estimating phase, all the way to the end of the project, during the close-out phase, they stay on top of their business. They are very knowledgeable about all aspects of electrical and are always thinking ahead so that nothing gets missed.

Safety is also a top priority for Tron Electric and is not something that they take lightly. Starting with the basics of wearing proper PPE to the jobsite on a daily basis, to coordinating with all other trades during a complex electrical service or switchgear changeout, they are cognizant of well-being of not only their personnel, but all others on the site as well.

Should you have any questions or need any further clarification, please do not hesitate to contact me on my direct line at (281)762-6403 or my mobile at (281)960.6646.

Regards,

Jay L. Durrett

Jay L. Durrett
Vice President
Jay.Durrett@BassConstruction.com

1124 Damon St. Rosenberg, TX 77471 · www.bassconstruction.com · 281.342.2022 (o)

STERLING

True to plan.

Sterling Structures, Inc.
1425 Woodvine
Houston, Texas 77055

Date: February 09, 2026

Fort Bend County – Recommendation Letter

To Whom It May Concern,

I am pleased to recommend Tron Electric for any electrical contracting or subcontracting work you may be considering. Our organization has worked with Tron Electric on several projects over the last 20 years and their performance has consistently exceeded expectations in quality, professionalism, and reliability.

Throughout our collaboration, Tron Electric demonstrated strong technical expertise in electrical installation, troubleshooting, and system integration, strict adherence to safety standards, regulatory requirements, and jobsite protocols, clear communication with our project managers, general contractors, and other trades, timely completion of tasks, even under demanding schedules or changing project conditions, high-quality workmanship, with attention to detail and a commitment to doing the job right the first time.

Their team has proven to be dependable, knowledgeable, and solution-oriented. Whether handling routine electrical work or complex system installations, they consistently delivered results that supported the overall success of our projects.
Based on our experience, I am confident that Tron Electric will be an asset to any project team. I fully endorse their services and would not hesitate to work with them again.

If you need any additional information, feel free to contact me at (832) 725-7819 or by email pnunna@sterlingstructures.com.

Sincerely,

Prasad Nunna
Vice-President
Sterling Structures. Inc.

Ph: (713) 827-7447 Fax: (713) 827-7230 Website: www.sterlingstructures.com

Prime

Prime Contractors, Inc. ✦ 17355 Village Green Drive ✦ Houston TX 77040-1150 ✦ 281-999-0875 ✦ Fax 281-999-0885

02/09/2026

Reference Letter: Tron Electric, Inc.
1009 Airline Drive
Katy, TX 77493

To Whom it May Concern,

Prime Contractors have known Tron Electric professionally for over 20 years. Throughout that time, we have successfully strengthened our trust and relationship with Stacy Cullever, Ren Canton, and their entire team. We value them as one of our top Electrical subcontractors of preference. They manage all aspects of the project well, from preconstruction to project execution and schedule completion. They employ core members of their team that empower leadership, organization, and integrity.

We highly recommend Tron Electric.

Sincerely,

Gerardo Hernandez
Vice President – Preconstruction Services
281-999-0875

Scott
Construction
Inc.

December 15, 2025

Re: Tron Electric
To Whom it may Concern

M Scott Construction has had the pleasure of working with Tron Electric on several projects over the last few years. We appreciate their responsiveness and professionalism while they are performing their services. They complete their projects in a well organized manor and provided excellent craftsmanship at the project site. Tron Electric showed themselves to be a highly competent and reliable electrical subcontractor for us and we would most certainly use them again.

If you have any questions or need any additional information, please do not hesitate to contact our firm at any time.

Respectfully submitted,
M Scott Construction, Inc.

Scott McCashland
President

M Scott Construction, Inc.
410 W. Grand Parkway South, Suite 395, Katy, Texas 77494

TIPS CONTRACT 260104

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Tron Electric, Inc.

Vendor Authorized Signatory Name: Stacy Cullever

Vendor Authorized Signatory Title: VP Operations

Vendor Authorized Signatory Email: Scullever@tronelectric.com

Vendor Address: 1009 Airline Drive

City: Katy State: TX Zip Code: 77493

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: Stacy Cull

bch | BRADY, CHAPMAN, HOLLAND & ASSOCIATES

10055 West Gulf Bank
Houston, Texas 77040
713.688.1500

December 8, 2025

To Whom It May Concern

Re: Tron Electric

Dear Sir or Madam:

Brady Chapman Holland and Associates is the surety bonding agent for Tron Electric. In this capacity we have become familiar with their financial, managerial, and operational capabilities, and we hold this client in very high regard. Harco National Insurance Company has been Tron Electric's surety since 2017 and has an A.M. Best rating of A- XI and currently supports Tron Electric's on single projects up to $15 million within a $40 million aggregate program. Tron Electric's bond rates are on based on a 2.5% sliding scale – Standard Class B Surety Rates.

This letter is not to be construed as a guarantee that bonding will be provided. Each request for bonding will be evaluated by the Surety based upon the conditions and customary underwriting information available at the time of the request, including but not limited to a contract and bond forms acceptable to our client and their Surety, as well as satisfactory evidence of financing for private projects. Any arrangement for bonding is a matter between our client and their Surety, and Brady Chapman Holland and Associates assumes no liability to you or third parties if for any reason we do not execute bonds.

Please contact me at (713) 979-9711 with any questions.

Best regards,

Dennis M. Descant, Jr.
Senior Vice President

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Utility Service
PRESENTER: Don Miller

ITEMS: VIII.H
PREPARED BY: Ben Glynn

SUBJECT: CONSENT AND APPROVAL TO USE TIPS CONTRACT NO. 24010401 WITH VECTOR CONTROLS

Expenditure Required: $300,000.00
Amount Budgeted: $300,000.00
Funding Account: 500-100-5513-02; 500-100-5513-01; 500-100-5513-00; 500-100-5510-07; 500-100-5316-00
Additional Appropriation Required:

EXECUTIVE SUMMARY

Vector Controls can provide instrumentation and expertise for the water plants and water reclamation facilities. Vector is also the authorized distributor of Endress Hauser equipment and approval supports purchases and maintenance of instruments used to monitor pressure, flow, and tank levels, including the City's existing Endress+Hauser equipment. Vector can also supply installation and troubleshooting services if necessary.

RECOMMENDATION

Staff recommends approval to use of TIPS contract 24010401.

ATTACHMENTS:

24010401_CONTRACT_Vector.pdf

TIPS VENDOR AGREEMENT (Part 1)

TIPS RFP 240104 Trades, Labor, and Materials (PART 1)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Vector Controls

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 1 of the related solicitation opportunity. If Vendor proposes and is awarded on Part 2, a separate Part 2 Vendor Agreement shall control Part 2 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS ("TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

    b. **Authorized Reseller:** A reseller or dealer authorized and added by a Vendor through their online TIPS Vendor Portal to make TIPS sales according to the terms and conditions herein.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 1 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 1 TIPS solicitation document resulting in this Agreement; (2) Any Part 1 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 1 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 1 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** The terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, Invoice, etc.) (hereinafter "Supplemental Agreement") entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor

within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

Term of the Agreement. Term of the Agreement. This Agreement with TIPS is for approximately five years.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be five-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "five-year" term, (which is subject to an extension(s)) will be May 31, 2028 in this example. TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

12. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it holds, Vendor submitted, agreed to, and received TIPS' approval for specific pricing, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services are included in or added to Vendor's TIPS Pricing and approved by TIPS. TIPS reserves the right to review Vendor's pricing update requests as specifically as line-item by line-item to determine compliance. However, Vendor contractually agrees that all submitted pricing updates shall be within the original terms of the Vendor's TIPS Pricing (scope, proposed discounts, price increase limitations, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may accept Vendors price increase requests as submitted without additional vetting at TIPS discretion. Any pricing quoted by Vendor to a TIPS Member or on a TIPS Quote shall never exceed Vendor's TIPS Pricing for any good or service offered through TIPS. TIPS Pricing price increases and modifications, if permitted, will be honored according to the terms of the solicitation and Vendor's proposal, incorporated herein by reference.

13. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).**

14. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES,**

VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 14 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.

15. **Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 14 and 15 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

16. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

17. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

18. **Vendor's Authorized Resellers.** TIPS recognizes that many vendors operate in the open market through the use of resellers or dealers. For that reason, TIPS permits Vendor to authorize Authorized Resellers within its Vendor Portal and make TIPS Sales through the Authorized Reseller(s). Once authorized by Vendor in the Vendor Portal, the Authorized Reseller(s) may make TIPS sales to TIPS

Members. However, all purchase documents must include: (1) Authorized Reseller's Name; (2) Vendor's Name, as known to TIPS, and; (3) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Either Vendor or Reseller may report the sale pursuant to the terms herein. However, Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales made by Authorized Resellers. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. The Parties intend that Vendor shall be responsible and liable for TIPS Sales made by Vendor's Authorized Resellers. Vendor agrees that it is voluntarily authorizing this Authorized Reseller and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to Authorized Reseller TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that an Authorized Reseller caused Vendor of breach this Agreement.

19. Circumvention of TIPS Sales. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

20. State of Texas Franchise Tax. By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

21. Termination.

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If Vendor terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term.

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

22. Survival Clause. It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months

or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

23. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

24. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

25. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

26. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

27. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

28. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

29. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

30. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover

said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

31. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

32. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

33. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

34. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

35. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

36. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

37. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

38. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

39. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

40. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with

all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

41. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

42. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

43. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, Vendor's Authorized Reseller, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

44. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees, officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

45. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

46. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an “Automatic Renewal” clause that conflicts with these terms is rendered void and unenforceable.

47. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Choice of Law” clause that conflicts with these terms is rendered void and unenforceable.

48. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Venue” clause that conflicts with these terms is rendered void and unenforceable.

49. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]” unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

50. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 240104 Trades, Labor, and Materials (Part 1)

Vendor Name: Vector Controls

Vendor Address: 14517 Kirby Drive

City: Pearland State: TX Zip Code: 77047

Vendor Authorized Signatory Name: Bruce Philpy

Vendor Authorized Signatory Title: Water/Wastewater Manager

Vendor Authorized Signatory Phone: 800-969-5678 x1101

Vendor Authorized Signatory Email: bruce.philpy@vectorcag.com

Vendor Authorized Signature: Date: 02/12/24

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. David Fitts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 4/22/2024

240104
Vector Controls LLC
Supplier Response

Event Information

Number: 240104
Title: Trades, Labor, and Materials (2 Part with JOC)
Type: Request for Proposal
Issue Date: 1/4/2024
Deadline: 2/16/2024 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required.

IF YOU CURRENTLY HOLD ANY TIPS CONTRACT IN THE "TRADES, LABOR, AND MATERIALS" CATEGORY, WHETHER PART 1 OR PART 2 OR BOTH, AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU ARE SEEKING A PART THAT YOU DO NOT ALREADY HAVE. (EXAMPLE: YOU HAVE PART 1 AND ARE NOW SEEKING PART 2).

IF YOU HOLD AN EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT AND YOU CHOOSE TO RESPOND TO THE SAME PART 1/PART 2 VERSION HEREIN, YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT WILL BE TERMINATED AND REPLACED BY THE NEW PART 1 OR PART 2 OF THIS CONTRACT.

ALSO IF YOU HOLD ANY OTHER TIPS CONTRACT OUTSIDE OF THE "TRADES, LABOR, AND MATERIALS" CATEGORY WHICH COVERS ALL OF YOUR CONSTRUCTION/TRADE OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Vector Controls LLC Information

Contact: Stephanie Hoyt
Address: 14517 Kirby Drive
Pearland, TX 77047
Phone: (800) 969-5678
Email: stephanie.hoyt@vectorcag.com
Web Address: www.vectorcag.com

By submitting your response, you certify that you are authorized to represent and bind your company.

James Bruce Philpy
Signature

bruce.philpy@vectorcag.com
Email

Submitted at 2/16/2024 10:12:00 AM (CT)

Requested Attachments

Pricing Form 1 (Part 1)

240104 Pricing Form 1 (Part 1).xlsx

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1)

240104 Pricing Form 2 (Part 1).xlsx

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Vendor Agreement (Part 1)

240104 Vendor Agreement (Part 1).pdf

If responding to Part 1, the Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Alternate or Supplemental Pricing Documents (Part 1)

No response

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Vendor Agreement Signature Form (Part 1)

240104 Vendor Agreement Signature Form (Part 1).pdf

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Current Form W-9

Vector Controls LLC W9_2024.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Required Confidentiality Claim Form

240104 Required Confidentiality Claim Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Reference Form

240104 Reference Form JOC (Parts 1 & 2).xls

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Part 2 Required Bonding Capacity Letter

No response

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor’s bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor’s Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Optional Xactimate Response Attachment (Part 2)

No response

If proposing on Part 2, this pricing method is optional and CANNOT be used instead of the required RS Means Pricing on Part 2. RS Means Pricing is required on Part 2 but Vendor may submit this pricing option in addition to the required RS Means Pricing and the two pricing scores will be averaged for Part 2. If desired, the Optional Additional Xactimate Pricing Form (Part 2) may be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Agreement (Part 2)

No response

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2)

No response

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Certificates & Licenses (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only)

No response

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Disclosure of Lobbying Activities - Standard Form - LLL

No response

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Conflict of Interest Questionnaire - Form CIQ

Conflict of Interest Questionnaire - Form CIQ.pdf

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Logo (Supplemental Vendor Information Only)

No response

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Texas, Oklahoma, Kansas, Missouri, Illinois, Arkansas, New Mexico

5 **Description of Vendor Entity and Vendor's Goods & Services**

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Liquid Flow Meters, Gas Flow Meters, Flow Switches, Level Transmitters, Level Switches, Pressure Transmitters, Pressure Gauges, Pressure Switches, Pressure Seals, Temperature Transmitters, Temperature Switches, Samplers, Liquid Quality Sensors/Transmitters (pH, ORP, DO, Turbidity, Chlorine, Ammmonia, Monochloramine, Nutrient, Hardness, Phosphate), Butterfly Valves, Air Release Valves, Plunger Valves, LED/LCD Panel Meters, VFDs, Gas Detection (H2S, Cl2, NH3, O2, O3, CO, Methane), Weighing Systems, Heat Trace, UPS, Signal Conditioning, Surge Protection, Radios, PLC, HMI

6 **Primary Contact Name**

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Bruce Philpy

7 **Primary Contact Title**

Primary Contact Title

Water/Wastewater Manager

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

bruce.philpy@vectorcag.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8009695678

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9724221743

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

2143350579

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Jeff Kramm

13 **Secondary Contact Title**

Secondary Contact Title

Senior Inside Sales Manager, Water/Wastewater

14 Secondary Contact Email

Please enter a valid email address that will definitely reach the Secondary Contact.

jeff.kramm@vectorcag.com

15 Secondary Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8009695678

16 Secondary Contact Fax

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9724227143

17 Secondary Contact Mobile

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

9729659929

18 Administration Fee Contact Name

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Stephanie Hoyt

19 Administration Fee Contact Email

Please enter a valid email address that will definitely reach the Administration Fee Contact.

stephanie.hoyt@vectorcag.com

20 Administration Fee Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8009695678

21 Purchase Order and Sales Contact Name

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Jeff Kramm

22 Purchase Order and Sales Contact Email

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

jeff.kramm@vectorcag.com

23 Purchase Order and Sales Contact Phone

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8009695678

24 Company Website

Company Website (Format - www.company.com)

www.vectorcag.com

25 Entity D/B/A's and Assumed Names

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

Vector Controls LLC

26 Primary Address

Primary Address

14517 Kirby Drive

27 Primary Address City

Primary Address City

Pearland

28 Primary Address State

Primary Address State (2 Digit Abbreviation)

Texas

29 Primary Address Zip

Primary Address Zip

77047

30 Search Words Identifying Vendor

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

Astava, AV-Tek Valves, Harold Beck Actuators, Blackline Safety, Danfoss, Draeger, Eaton, Endress+Hauser, HF Scientific, Kurz Instruments, nVent, Phoenix Contact, Precision Digital, Winters Instruments

31 Certification of Vendor Residency (Required by the State of Texas)

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

Yes

32	**Vendor's Principal Place of Business (City)** In what city is Vendor's principal place of business located? Pearland
33	**Vendor's Principal Place of Business (State)** In what state is Vendor's principal place of business located? Texas
34	**Vendor's Years in Business** How many years has the business submitting this proposal been operating in its current capacity and field of work? 10
35	**Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts** This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2. Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract. Does Vendor agree? Yes, Vendor agrees

36 **Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer? Only limited goods/services specifically identified and excluded from this discount in Vendor's original proposal may be excluded from this discount.

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below with the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is $100 and for "Material A Maintenance Service" is $100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $90, "Material A Maintenance Service" - $90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for $200 and have increased the price of "Material A" to $110 and the price of "Material A Maintenance Service" to $110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $99, "Material A Maintenance Service" - $99, and "Material B" - $180.00.

With the exception of limited goods/services specifically identified and excluded from this discount in Vendor's original proposal, if you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing (whether offered through Pricing Form 1, Pricing Form 2, or in another accepted format) that you offer?

0%

37 **Honoring Vendor's Part 1 Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes, Vendor agrees

38

Volume and Additional Discounts

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

Yes

39

Part 1 "Catalog Pricing" and Pricing Requirements

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40

REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient

What is Vendor's Regular Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information.

You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein.

To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab.

Insert Vendor's Regular Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.**

0

41	**REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient** What is Vendor's After-Hours RS Means Coefficient? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.** The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information. You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein. The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab. Insert Vendor's After-Hours RS Means Coefficient below. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.** 0

42	**REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book** Here, Vendor must enter a percentage, not a coefficient. **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.** If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup. **Example:** In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor $100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for $130.00 or less in this example. Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored. What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? **If you do not intend to propose on Part 2, you may enter a "0" in order to continue.** 0%

43	**REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements** **This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.** Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2. If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval. Yes, Vendor agrees

44	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes, Vendor agrees

45	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.
46	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
47	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.

48	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

49	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

50	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.

51	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

52	**Non-Discrimination Statement and Certification** **This is a requirement of the TIPS Contract and is non-negotiable.** In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs). Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments. ☑ Yes, I certify

53	**Limitation of Vendor Indemnification and Similar Clauses** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas." Does Vendor agree? ☑ Yes, I Agree

54	**Alternative Dispute Resolution Limitations** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas. Does Vendor agree? Yes, Vendor agrees

55	**No Waiver of TIPS Immunity** **This is a requirement of the TIPS Contract and is non-negotiable.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Does Vendor agree? ☑ Yes, Vendor agrees

56	**Payment Terms and Funding Out Clause** **This is a requirement of the TIPS Contract and is non-negotiable.** Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member. Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body. Does Vendor agree? ☑ Yes, Vendor agrees

57	**Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)** Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State. Does Vendor certify? Yes, Vendor certifies

58	**Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes. When applicable, does Vendor certify? Yes, Vendor certifies

59	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes, Vendor certifies

60	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes, Vendor certifies

61	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes, Vendor certifies

62	**Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement. For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit. The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001). When applicable, does Vendor certify? Yes, Vendor certifies

63	**Felony Conviction Notice - Texas Education Code 44.034** Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.” Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.” Subsection (c) states, "This section does not apply to a publicly held corporation. Vendor certifies one of the following: A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or; B. My firm is not owned nor operated by anyone who has been convicted of a felony, or; C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony. If Vendor responds with Option (C), Vendor is required to provide information in the next attribute. B. My firm is not owned nor operated by felon.

64

Felony Conviction Notice - Texas Education Code 44.034 - Continued

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)
2. The Felon(s) title/role in Vendor's entity, and
3. Details of Felon(s) Conviction(s).

No response

65

Conflict of Interest Questionnaire Requirement

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

No, Vendor does not certify - VENDOR HAS CONFLICT

66

Conflict of Interest Questionnaire Requirement - Form CIQ - Continued

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Yes

67

Upload of Current W-9 Required

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68

Regulatory Good Standing Certification

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes, Vendor certifies

69	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

70	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

71	**Suspension or Debarment Certification** Read the instructions in the attribute above and then answer the following accurately. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Does Vendor certify? Yes, Vendor certifies

72	**Vendor Certification of Criminal History - Texas Education Code Chapter 22** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law. **DEFINITIONS** **Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. **Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **Vendor certifies:** **NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement. **OR** **SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity. Which option does Vendor certify? Yes, I certify - NONE (Section A)

73	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
74	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
75	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees

76	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
77	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a “Arbitration” clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes, Vendor agrees
78	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as “EDGAR”),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

79	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
80	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes, Vendor agrees
81	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes, Vendor agrees

82	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes, Vendor agrees
83	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes, Vendor agrees

84	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes, Vendor certifies - NO Reportable Lobbying

85	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

86	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes, Vendor certifies

87	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes, Vendor certifies

88	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes, Vendor certifies

89	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes, Vendor certifies
90	**2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications** ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use “covered telecommunications” equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. “Covered telecommunications” equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use “covered telecommunications”, as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Does vendor certify? Yes, Vendor certifies

91	**2 CFR Part 200 or Federal Provision - Contract Cost & Price** For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed. Does Vendor certify? Yes, Vendor certifies

92	**2 CFR Part 200 or Federal Provision - Equal Employment Opportunity** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal opportunity clause is incorporated by reference here. Does Vendor Certify? Yes, Vendor certifies

93	**2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance** Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable. Does Vendor certify? Yes, Vendor certifies

94	**2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act. Does Vendor certify? Yes, Vendor certifies

95	**2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records** **If and when** Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that: (1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. (2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. (3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives. (4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. (5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract. Does Vendor certify? Yes, Vendor certifies

96	**2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act** When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act. Does Vendor certify? Yes, Vendor certifies

97	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes, Vendor certifies
98	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes, Vendor certifies
99	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes, Vendor certifies
100	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. NO

101	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? *No response*

102	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS 240104 Trades, Labor, and Materials (2 Part with JOC)	Vector Controls

TIPS REFERENCE FORM

All requested information must be typed and uploaded in Excel format. TIPS will reach out via the emails provided so please ensure that they are typed and accurate. Do not handwrite or upload in any format other than Excel. Emails provided must be current and active. Do not include TIPS/Region 8 employees as a reference. The entities that you provide must be paying customers, not affiliates/partners/manufacturers/resellers, etc.

You must provide below at least five (5) references from five different entity customers, preferably government or non-profit entities, who have purchased goods or services from your vendor entity within the last three years.

Customer Entity Name	Customer Contact Name	Valid Contact Email	Valid Contact Phone
Dallas Park Cities	Brent Jordan	jordan@parkcitieswater.com	469-585-0875
City of Fort Worth-Holly Waters Plant	Casey Chaloupek	casey.chaloupek@fortworthtexas.gov	817-944-1503
City of Dallas-Eastside Water Plant	Anthony Rogers	anthony.rogers@dallas.gov	972-400-7348
City of Arlington	Randy Carter	randall.carter@arlingtontx.gov	214-394-2850
North Texas Municipal Water District	Brad Gebhard	bgebhard@ntmwd.com	214-668-5335
San Antonio Water System	Mike Roberts	michael.roberts@saws.org	210-233-2388
City of Pflugerville	Shelby Granger	shelbyg@pflugervilletx.gov	512-990-6454
City of Round Rock Wastewater	Clinton Abramson	cabramson@roundrocktexas.gov	512-364-1360
New Braunfels Utilities	Elliot White	ewhite@nbutexas.com	210-722-3001
West Travis County Public Utility Agency	Curtis Jeffrey	cjeffrey@wtcpua.org	512-263-5323
City of Brenham	Jordan LaBeth	jlabeth@cityofbrenham.org	(979) 530-8873
City of Pearland	Will Marquez	wmarquez@pearlandtx.gov	(713) 724-1509
McCarthy Builders	Chris Clements	CClements@McCarthy.com	+1 (832) 334-7097
CDM Constructors	Jeff Leonard	leonardjr@cdmsmith.com	(214) 907-7735
City of Houston	Radu Bucur	Radu.Bucur@houstontx.gov	(713) 204-0189
City of Victoria	Curtis Moyer	cmoyer@victoriatx.gov	(361) 465-2016
City of Corpus Christi	Andrew Molly	DrewM@cctexas.com	(713) 503-8296

TIPS CONTRACT 240104

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Vector Controls

Vendor Authorized Signatory Name: Bruce Philpy

Vendor Authorized Signatory Title: Water/Wastewater Manager

Vendor Authorized Signatory Email: bruce.philpy@vectorcag.com

Vendor Address: 2200 10th Street, Suite 300

City: Plano State: TX Zip Code: 75074

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: _____

Authorized Signature: _____

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Public Works
PRESENTER: David Licon

ITEMS: VIII.I
PREPARED BY: David Licon

SUBJECT:
CONSENT AND APPROVAL OF RESOLUTION NO. 2026-721 PROCEDURES FOR THE PROCUREMENT OF PROFESSIONAL ENGINEERING SERVICES

Expenditure Required: n/a
Amount Budgeted: n/a

Funding Account: n/a
Additional Appropriation Required: n/a
Funding Account: n/a

EXECUTIVE SUMMARY

Resolution No. 2024-636 established the City's procedures for procuring professional engineering services, including an annual Request for Qualifications (RFQu) process and procedures for provider selection and contract negotiation. Proposed Resolution No. 2026-721 amends Resolution No. 2024-636 to establish an expiration date of October 31, 2026, at 11:59 p.m., unless extended, repealed, or superseded by further City Council action. This amendment supports periodic review of the City's procurement policies.

The proposed resolution preserves the validity of provider selections, negotiations, contracts, contract amendments, purchase orders, work authorizations, and other actions lawfully initiated, approved, or executed before expiration. Except as expressly amended, the existing procedures remain in effect through the expiration date. The amendment takes effect immediately upon passage, approval, and adoption. For future projects, the City will solicit individual Requests for Qualifications according to standard procurement practices when projects need them.

RECOMMENDATION

Staff recommends that City Council take action to approve Resolution No. 2026-721, resolution of the city of Fulshear, Texas, amending Resolution No. 2024-636, which approved procedures for the procurement of professional engineering services, to provide for an expiration date; providing for the continued validity of actions taken before expiration; and providing an effective date.

ATTACHMENTS:

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026 **ITEMS:** VIII.J
DEPARTMENT: Administration **PREPARED BY:** Kelsee Lee
PRESENTER: Kelsee Jordan Lee - Assistant City Manager

SUBJECT: CONSENT AND APPROVAL OF ORDINANCE NO. 2026-1555 ESTABLISHING AN IMPACT FEE CONSERVATION CREDIT

Expenditure Required: N/A
Amount Budgeted: N/A
Funding Account: N/A
Additional Appropriation Required:

EXECUTIVE SUMMARY

The City of Fulshear currently assesses water and wastewater impact fees. During the 89th Texas Legislature, 2nd Special Session, Senate Bill 14 was adopted which added Section 395.0231 to the Texas Local Government Code. The new provision requires political subdivisions that impose impact fees to provide credits for qualifying facilities, systems, or products that result in water reuse, conservation, or savings. The proposed ordinance establishes a process for the City to evaluate and apply these conservation credits while maintaining the City's existing water and wastewater impact fee structure.

Under the proposed ordinance, a development may qualify for a conservation credit when reducing water consumption or supply requirements, reducing wastewater generation, or achieving water efficiency, reuse, or conservation beyond standard requirements.

Developers requesting a credit would be required to apply prior to payment of the applicable impact fee and provide supporting engineering documentation, including calculations and a report signed and sealed by a Professional Engineer licensed in Texas. City staff would evaluate the documented reduction in utility demand and corresponding impact on City facilities.

The attached ordinance has been reviewed by the City Attorney.

RECOMMENDATION

Staff recommends approval of the ordinance as presented.

ATTACHMENTS:

Impact Fee Conservation Credit Ordinance No. 2026-1555

ORDINANCE NO. 2026-1555

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, ESTABLISHING A WATER AND WASTEWATER IMPACT FEE CONSERVATION CREDIT PROGRAM TO SUPPLEMENT THE WATER AND WASTEWATER IMPACT FEES ADOPTED BY ORDINANCE NO. 2022-1386; ESTABLISHING ELIGIBILITY REQUIREMENTS AND PROCEDURES; AND PROVIDING FOR CONTINUED EFFECT OF ORDINANCE NO. 2022-1386

WHEREAS, the City of Fulshear City Council adopted impact fees for water and wastewater on October 15, 2019, under Ordinance No. 2019-1313; and

WHEREAS, the City of Fulshear City Council subsequently updated impact fees for water and wastewater on September 20, 2022, under Ordinance No. 2022-1386; and

WHEREAS, the 89th Texas Legislature, 2nd Special Session, passed Senate Bill 14 which was signed into law on September 17, 2025, and became effective as of January 1, 2026; and

WHEREAS, Section 395.0231 of the Texas Local Government Code requires political subdivisions imposing water or wastewater impact fees to provide credits for qualifying facilities, systems, or products that result in water reuse, conservation, or savings; and

WHEREAS, the City Council desires to establish a fair and consistent method for determining eligibility for, calculating, reviewing, approving, and applying such credits; and

WHEREAS, the City Council intends for this Ordinance to supplement the City's existing water and wastewater impact fee requirements established by Ordinance No. 2022-1386 and not to otherwise amend, repeal, or replace those requirements except to the extent expressly provided herein;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

SECTION 1. INCORPORATION OF RECITALS. All matters stated herein above and found to be true and correct and are incorporated herein for all purposes.

SECTION 2. PURPOSE AND APPLICABILITY. The purpose of this Ordinance is to establish a fair and consistent method for determining eligibility for, calculating, reviewing, approving, and applying credits against water and wastewater impact fees for developments that incorporate eligible facilities, systems, or products resulting in water reuse, conservation, or savings in accordance with Section 395.0231 of the Texas Local Government Code

Definitions; Construction. The City hereby incorporates by reference the definitions and construction of terms set forth in Texas Local Government Code, Chapter 395, including Section

395.001, for all terms used in this Ordinance that are defined therein. Terms used in this Ordinance shall have the meanings assigned by Chapter 395 unless expressly stated otherwise herein.

For purposes of administering this Ordinance, reductions on a per-service-unit basis shall be evaluated using the City's Service Unit Equivalent ("SUE") methodology applicable to water and wastewater impact fees.

1. A facility, system, or product may qualify for a credit under Section 395.0231 if it: Reduces per-service-unit water consumption, water supply requirements, or necessary water treatment or distribution infrastructure;
2. Decreases the need for wastewater collection or treatment facilities per service unit;
3. Diminishes the demand for stormwater and drainage facilities per service unit; or
4. Incorporates practices or technologies that achieve water efficiency, reuse, or conservation performance exceeding otherwise applicable standard compliance requirements.

A conservation credit shall not be granted for a reduction in demand or infrastructure impact that is already reflected in the City's applicable impact fee methodology, service-unit assumptions, , or another credit, offset, reimbursement, or reduction provided by the City. Only those reductions that are demonstrably attributable to a qualifying facility, system, or product and that affect the City's water or wastewater capital facilities planning basis are creditable under this Ordinance. References in this Ordinance to a "developer" include a builder.

SECTION 3. APPLICATION FOR CONSERVATION CREDIT. A developer seeking a conservation credit shall submit an application to the City prior to payment of the applicable water or wastewater impact fee. The application shall include, at a minimum:

1. A description of the facility, system, product, or other measure for which the credit is requested; and
2. Engineering calculations demonstrating the anticipated reduction in potable water consumption or demand, water supply requirements, wastewater generation, infrastructure requirements, or other applicable utility system demand;
3. Plans, specifications, and other supporting documentation sufficient to demonstrate the proposed measure and anticipated reduction; and
4. A report signed and sealed by a Professional Engineer licensed in the State of Texas supporting the requested credit and the calculations upon which the request is based.

The City may require additional information reasonably necessary to determine eligibility and calculate the applicable credit.

The City Manager, or the City Manager's designee, shall review each application and shall approve, approve in part, or deny the requested credit in writing within thirty (30) days after the City determines that the application is complete. The written determination shall state the amount of any approved credit per service unit and the basis for the determination.

SECTION 4. CALCULATION AND APPROVAL OF CREDIT. Upon determination that a proposed facility, system, or product qualifies for a credit under Section 395.0231 of the Texas

Local Government Code, the City shall provide a credit against the applicable water impact fee, wastewater impact fee, or both, as applicable. Credits shall be calculated and applied on a per-service-unit basis consistent with the City's SUE methodology and shall be applied at the time impact fees and collected for the corresponding service units within the development.

The amount of the credit shall be based upon the documented reduction in demand attributable to the eligible facility, system, or product and its corresponding reduction in the development's impact upon the City's water or wastewater capital facilities. Reductions in demand shall be evaluated on a per-service-unit basis using the City's SUE methodology, as applicable.

In determining the amount of the credit, the City shall consider, as applicable:

1. The documented reduction in potable water consumption or demand per service unit; and
2. The documented reduction in water supply, treatment, or distribution infrastructure requirements per service units; and
3. The documented reduction in wastewater generation or wastewater collection and treatment requirements per service units; and
4. The permanence, reliability, and anticipated useful life of the facility, system, or product; and
5. The extent to which the documented reduction affects the capital facilities included in the City's applicable capital improvement plan; and
6. The completeness, accuracy, and reliability of the engineering calculations and supporting documentation.

Credits awarded under this Ordinance shall not be duplicative of any offsets, credits, reimbursements, or reductions available under the City's impact fee ordinance, and shall apply only to the extent that the documented reductions affect the capital facilities included in the applicable capital improvements plan.

The percentage credit applied to the applicable impact fee shall reflect the documented reduction in demand or infrastructure impact attributable to the qualifying measure, provided that conversation credit that would exceed five percent (5%) of the applicable water impact fee per service unit or five percent (5%) of the applicable wastewater impact fee per service unit, as determined separately based on the documented reductions applicable to each utility.

The methodology established by this Section shall be applied in a fair and consistent manner to similarly situated developments.

The City Council may adopt by resolution, and may amend from time to time, a schedule of standard per-service-unit credits for commonly used facilities, systems, or products, including stormwater and drainage measures and measures that exceed standard compliance requirements. A credit requested under the schedule may be approved without the engineering report required by Section 3.

SECTION 5. APPLICATION AND CONTINUED ELIGIBILITY OF CREDIT. An approved conservation credit shall be applied directly against the applicable water impact fee, wastewater impact fee, or both, prior to collection of the fee. No conservation credit shall be applied, and no refund shall be made on account of a conservation credit, after the applicable impact fee has been paid

Approval of a conservation credit is conditioned upon installation and implementation of the facility, system, or product upon which the credit was based. If an approved facility, system, or product is not installed, is removed, or is materially altered in a manner that reduces or eliminates the water reuse, conservation, or savings upon which the credit was calculated prior to final approval by the City of the qualifying facility, system, or product under this Ordinance, by the City, the developer shall be responsible for the payment of the difference between the impact fee otherwise due and the amount previously credited. Verification and Inspection. Prior to applying any approved credit, the City may require submittal of as-built documentation and may conduct inspections to verify installation and operability of the qualifying facility, system, or product. The City may require reasonable post-installation documentation evidencing performance consistent with the approved engineering calculations. Continuing Obligation; Revocation. If, within two (2) years after the Verification Date, the City determines that a qualifying facility, system, or product was not installed as approved or does not materially achieve the water reuse, conservation, or savings upon which the credit was calculated, the City may revoke the credit in whole or in part and the developer shall pay the difference between the impact fee otherwise due and the credited amount.

SECTION 6. APPEALS. A developer may appeal a determination made under this Ordinance by submitting a written appeal to the City Manager within ten (10) business days after receiving notice of the City's determination. The appeal shall identify the determination being appealed and the basis for the appeal. The appeal will be placed on the next reasonably available City Council agenda for consideration and final action by the City Council. The appeal record shall consist of the application, supporting documentation, the City's determination, and the written appeal. The City Council's decision on the appeal constitutes the City's final administrative action regarding the conservation credit.

SECTION 7. RELATIONSHIP TO EXISTING IMPACT FEE ORDINANCE. This Ordinance is intended to supplement Ordinance No. 2022-1386 solely with respect to conservation credits required or authorized under Section 395.0231 of the Texas Local Government Code.

Except as expressly supplemented or modified by this Ordinance, Ordinance No. 2022-1386, including the City's existing water and wastewater impact fee amounts, service areas, land use assumptions, collection procedures, and other requirements, shall remain and in full force and effect.

Nothing in this Ordinance shall be construed as repealing or readopting the City's water or wastewater impact fees. Conservation credits authorized herein shall be administered within, and applied through, the assessment and collection procedures established by Ordinance No. 2022-1386.

SECTION 8. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect.

SECTION 9. CONFLICTS. To the extent of any direct conflict between this Ordinance and Ordinance No. 2022-1386 or any other prior ordinance of the City, the provisions of this Ordinance shall control solely with respect to the subject matter addressed herein. All provisions of Ordinance No. 2022-1386 and other City ordinances that are not in direct conflict with this Ordinance shall remain in full force and effect.

SECTION 10. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its passage and publication as required by law.

PASSED, APPROVED, AND ADOPTED this the _____ day of _____, 2026.

_____

Don McCoy, Mayor

ATTEST:

_____

Mariela Rodriguez, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Planning
PRESENTER: Joshua Brothers

ITEMS: VIII.K
PREPARED BY: Josh Brothers

SUBJECT: CONSENT AND APPROVAL OF THE FULSHEAR COMMONS FINAL PLAT

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

The plat, as submitted for consideration, generally meets the requirements set forth in the City's Subdivision Ordinance No. 04-913, 013-1091, and/or 2020-1331, which is in alignment with Chapter 211, Texas Local Government Code. Plat comments noted in the City Engineer's report are provided in support of the rules and regulations governing plats and subdivisions of land within the City's territorial limits and the extra territorial jurisdiction to promote safe, orderly, and healthful development of the City.

RECOMMENDATION

The Planning and Zoning Commission made the recommendation to the City Council to conditionally approve the plat at the 10.02.26 regular scheduled meeting. Corrections have been made to the plat and City staff recommend City Council approve the plat.

ATTACHMENTS:
Platting Application_09.11.2026.pdf
FM 359 -CORRECT PLAT_SIGNED 1.pdf

CITY OF FULSHEAR

PO Box 279 /6611 W. Cross Creek Bend Ln
Fulshear, Texas 77441
Phone: 281-346-8860 ~ Fax: 281-346-2556
www.fulsheartexas.gov

Subdivision/Development Platting Application

Date: 09.11.2026 Date Received by the City of Fulshear: _____

Subdivision: N/A Development: Medical Office Shell

SUBMITTAL OF PLAT: (Check Appropriate Selection)

____ Preliminary
____ Replat
____ Amending Plat
● Final
____ Vacation Plat
___ Short Form Final
___ Admin. (Minor) Plat

TYPE OF PLAT: (Check Appropriate Selection)

____ Single-Family Residential
____ Zero Lot Line/ Patio Home
____ Multi-Family Residential
____ Planned Development
● Commercial
____ Industrial

Plat Location: Fulshear City ____ ETJ (Extraterritorial Jurisdiction)

Legal Description: _____

Variance: _____ Yes (Attach a Copy of Approval Letter) ● No

Total Acreage: 4.0253
Number of Streets: -
Number of Lots: 0
Number and Types of Reserves: 1 and Reserve A
Total Acres in Reserve: 4.0253

Owner: Fulshear Development Partners LLC
Address: 1259 FM 1463, Suite #50
City/State: Katy, Tx
Telephone: 832-443-3725
Email Address: verma911@gmail.com

Engineer/Planner: Satya Yalamanchili
Contact Person: Satya Yalamanchili
Telephone: 409-790-0613
Fax Number: 281-670-7517
Email Address: info@ss-engg.com

Platting Fees

Preliminary Plat - $500.00 plus 3.50 per lot, plus $12.50 per acre

Final Plat - $500.00 plus $5.00 per lot plus $25.00 per acre

Replat - $500.00 plus 5.00 per lot plus $25.00 per acre

Amending or Minor Plat - $200.00

Plat Vacation - $500.00

2nd Review of plats - $100.00 **(each additional review)**

TOTAL PLATTING FEE _____

Park Fees (due at Final Plat Application) _____

This is to certify that the information on this form is complete, true and correct and the undersigned is authorized to make this application. I understand that if all necessary information, required documents, and plat fees are required at time of submittal or the City of Fulshear will not complete the review needed in order to submit to the P&Z board.

SIGNATURE	TYPED OR PRINTED NAME/TITLE	DATE
	Satya Yalamanchili	09.11.2026

CITY OF FULSHEAR

PO Box 279 /6611 W. Cross Creek Bend Ln
Fulshear, Texas 77441
Phone: 281-346-8860 ~ Fax: 281-346-2556
www.fulsheartexas.gov

FINAL PLAT APPLICATION CHECKLIST

(Final Plat Applications must include the following list)
For Mylar Submission see Fort Bend County Filing Checklist

- ✓ Filing Fee
- ✓ 8 copies 24x36 paper prints folded to eight and one-half inches by fourteen inches
- ✓ 1 electronic format of the original plat drawing in either pdf or cad format
- ___ Title Report
- ✓ Environmental Assessment
- ___ Drainage District
- ✓ Traffic Study, any required Special Studies
- ✓ Letters from Utilities
- ___ Drainage District Review Form
- ___ Water & Sewer Certificate
- ✓ Texas Department of Transportation letter of No Objection or a Permit
- ✓ Approval from other Jurisdictions ie: applicable governmental entity, district, or entity with jurisdiction in the subdivision, although not required to have County approval
- ✓ Form and Content shall contain the following:
  - ✓ Proposed Name
  - ✓ Legal Description
  - ✓ Total acreage and total number of lots blocks and reserves
  - ✓ Name of the owners of the property
  - ✓ Name and seal of the person or firm who prepared the plat
  - ✓ Date the plat was drawn
  - ✓ Plat shall have all engineering and surveying data as required in the City Subdivision Ordinance

Final Plat Applications should be submitted no later than 5:00pm on the third Monday before the commissions next regularly scheduled meeting.

To comply with state statutes and/or ensure archival quality plat records the following items are required to file a plat:

1. Plat size is 24" x 36".
2. All drawings, printing and signatures must be in permanent black ink.
3. Ink must be on mylar with image on top.
4. 3 mil or greater matte finish mylar material.
5. An engineering or surveying firm must prepare the plat. Architectural plans are not acceptable.
6. The engineering or surveying firms' name and address and the engineer's or surveyor's signature and seal.
7. Owner's printed name and notarized signature.
8. Key Map reference number(s).
9. Provide one (1) or more original of each plat page. The clerk will retain one (1) original and return it to the filer within five business days after recording and scanning.
10. Provide adequate space for the clerk's certificate information including: "Filed in Plat No. _____ of the Plat Records of Fort Bend County, Texas" (volume and page are not used as the clerk's file reference number).
11. Municipal approved plats must include the following or similar wording: "All of the property subdivided in the foregoing plat is within the incorporated boundaries of the City of _____, Texas".
12. Current original tax certificates from all the property's taxing entities.
13. A letter on letterhead from the person or company filing that lists all taxing entities and states it is a complete list. The signer must print their name and title under their signature. Refer to *(Appendix S)* for the sample letter.
14. Filing fee is $150 per plat page.

Note: A plat will be rejected for filing if any of the above requirements are not met.

STATE OF TEXAS
COUNTY OF FORT BEND

WE, SUMAN REDDY KATANGURI AND DHARMENDRA VERMA BEING OFFICERS OF FULSHEAR DEVELOPMENT PARTNERS LLC, OWNERS OF THE 4.0235-ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING MAP OF FULSHEAR COMMONS, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION AND DEVELOPMENT PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID MAPS OR PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS (EXCEPT THOSE STREETS DESIGNATED AS PRIVATE STREETS), ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, MY OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSE FOREVER UNOBSTRUCTED AERIAL EASEMENTS,THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AND ADDITIONAL TEN FEET (10' 0") FOR TEND (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") ABOVE LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC EASEMENT THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET
(30' 0") IN WIDTH.TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, I (OR WE) DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, I (OR WE) DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, WE DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS", AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

IN TESTIMONY WHEREOF, THE FULSHEAR DEVELOPMENT PARTNERS LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY DHARMENDRA VERMAN, ITS MANAGING MEMBER, HEREUNTO AUTHORIZED, ATTESTED BY SUMAN REDDY KATANGURI, ITS MANAGER, AND ITS COMMON SEAL HEREUNTO AFFIXED THIS _____ DAY OF _____, 2_____.

FULSHEAR DEVELOPMENT PARTNERS LLC

BY: _____
SUMAN REDDY KATANGURI, MANAGER

BY: _____
DHARMENDRA VERMA, MANAGING MEMBER

STATE OF TEXAS
COUNTY OF_____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED SUMAN REDDY KATANGURI, MANAGER, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF_____
MY COMMISSION EXPIRES _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED DHARMENDRA VERMA, MANAGING MEMBER, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF_____
MY COMMISSION EXPIRES _____

I, RICHARD FUSSELL, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4148, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT ALL BOUNDARY CORNERS, ANGLES POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT FERROUS METAL) PIPES AND A LENGTH OF NOT LESS THAN THREE (3) FEET.

_____
RICHARD FUSSELL
REGISTERED PROFESSIONAL LAND SURVEYOR #4148

STATE OF TEXAS
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

I, SATYA YALAMANCHILI, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF THE CITY OF FULSHEAR TO THE BEST OF MY KNOWLEDGE.

TBPE FIRM NO. 17582

_____
SATYA YALAMANCHILI, P.E.
TEXAS REGISTRATION NO. 110430

STATE OF TEXAS
SATYA YALAMANCHILI
110430
PROFESSIONAL
ENGINEER

THIS PLAT OF FULSHEAR COMMONS IS APPROVED BY THE CITY PLANNING COMMISSION OF THE CITY OF FULSHEAR, TEXAS THIS _____ DAY OF _____, 20____.

_____ _____
GRACE MALVEAUX, CHAIR BILL CLIFFORD, CO-CHAIR

THIS IS TO CERTIFY THAT THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS HAS APPROVED THIS PLAT AND SUBDIVISION OF FULSHEAR COMMONS IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF FULSHEAR AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____
_____, 20____.

_____ _____
DON MCCOY, MAYOR MARIELA RODRIGUEZ, CITY SECRETARY

WE, TEXAS FIRST BANK, OWNERS AND HOLDERS OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS FULSHEAR COMMONS, AGAINST THE PROPERTY DESCRIBED INSTRUMENT OF RECORD IN CLERK'S FILE NO. 2026010126, OF THE OFFICIAL PUBLIC RECORD OF FORT BEND COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE TO SAID PLAT SAID LIEN(S) AND I (OR WE) HEREBY CONFIRM THAT I AM (OR WE ARE) THE PRESENT OWNER (OR OWNERS) OF SAID LIEN(S) AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

BY: _____

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED _____, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT THEY EXECUTED THE SAME FOR THE PUROSES AND CONSIDERATIONS THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS _____ DAY OF _____, 20_____.

_____
NOTARY PUBLIC IN AND FOR THE STATE OF _____
MY COMMISSION EXPIRES _____

GENERAL NOTES

1. THIS PLAT HAS BEEN PREPARED TO MEET THE REQUIREMENTS OF THE STATE OF TEXAS, CITY OF FULSHEAR.
2. ALL BEARINGS AND COORDINATES SHOWN HEREON ARE REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD 83, AND MAY BE BROUGHT TO SURFACE BY USING A COMBINED SCALE FACTOR OF 0.99988863931923, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
3. BENCHMARK: RM AW5471 ELEV: 100.50' (NAVD 1988)
   DESCRIPTION: FLOODPLAIN REFERENCE MARK NUMBER AW5471 IS A BRASS DISK LOCATED 0.8 KM (0.5 MI) NW FROM ROSENBURG. 0.56 KM (0.35 MI) NORTH ALONG FM ROAD 723 FROM THE JUNCTION OF US HIGHWAY 90 ALTERNATE AND STATE HIGHWAY 36 IN ROSENBURG, THENCE 0.24 KM (0.15 MI) WEST ALONG AVENUE D, IN FRONT OF THE W-O-W CEMETARY, 9.6 METERS (31.5 FT) NORTH OF THE CENTERLINE OF THE AVENUE, 4.2 METERS (13.8 FT) WEST OF THE CENTER OF A TRACK ROAD INTO THE CEMETARY, 6.3 METERS (20.7 FT) SOUTH-SOUTHEAST OF THE SOUTH END OF THE HEADSTONE OF JOHN AND MARTHA CLAY, 8.3 METERS (27.2 FT) SOUTHWEST OF THE HEADSTONE OF MARY ERNEST.

   TEMPORARY BENCHMARK ELEV: 144.93' (NAVD 1988)
   60D NAIL IN SERVICE POLE BEARING N 41°12' W, A DISTANCE OF 48.49' FROM A 1/2" IRON ROD FOR THE SOUTHWEST CONRER OF THE SUBJECT PROPERTY.
4. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 48157C 0085M WITH THE EFFECTIVE DATE OF JANUARY 29, 2021, THE PROPERTY IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE) THE 100 YEAR FLOODPLAIN.
5. ALL FLOODPLAIN INFORMATION NOTED IN THE PLAT REFLECTS THE STATUS PER THE FEMA FIRM MAP THAT IS EFFECTIVE AT THE TIME THAT THE PLAT IS RECORDED. FLOODPLAIN STATUS IS SUBJECT TO CHANGE AS FEMA FIRM MAPS ARE UPDATED.
6. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITY.
7. SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5 FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATD RIGHTS-OF-WAY WITHIN SAID PLAT AND ON THE CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH THE A.D.A.
8. THERE ARE NO PIPELINES OR PIPELINE EASEMENTS WITHIN THE PLATTED AREA SHOWN HEREON.
9. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 154.64' FEET ABOVE MEAN SEA LEVEL (NAVD 88 DATUM). IN ADDITION, NO TOP OF SLAB ELEVATION SHALL BE LESS THAN 24 INCHES ABOVE THE LOWEST TOP OF CURB ADJACENT TO THE LOT IN WHICH IT LIES. IN THE ABSENCE OF A CURB, THE TOP OF SLAB ELEVATION SHALL BE NO LESS THAN 24 INCHES ABOVE THE HIGHEST NATURAL GROUND ALONG THE PERIMETER OF THE BUILDING FOUNDATION AND 12 INCHES ABOVE ANY DOWN GRADIENT ROADWAY OR DRAINAGE RESTRAINT, WHICHEVER IS HIGHER.
10. THE MINIMUM SLAB LISTED ABOVE DOES NOT ACCOUNT FOR ONSITE DETENTION AND PONDING ELEVATIONS, WHICH MUST BE CHECKED AT THE TIME OF SITE PLAN DEVELOPMENT.
11. FUTURE DEVELOPMENT OF EACH RESERVE WILL REQUIRE ONSITE DRAINAGE AND DETENTION FACILITIES WITHIN A DEDICATED EASEMENT TO BE MAINTAINED BY THE PROPERTY OWNER.
12. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING WITH INTENSE RAINFALL EVENTS.
13. ALL PROPERTY TO DRAIN INTO THE DRAINAGE EASEMENTS ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
14. THIS PROPERTY IS LOCATED WITHIN FORT BEND COUNTY LIGHTING ZONE 3.
15. SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL. DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.
16. THIS PROPERTY LIES WITHIN THE CITY OF FULSHEAR'S ETJ AND FORT BEND COUNTY, TEXAS.
17. ALL PROPERTY UTILITIES WILL BE PROVIDED BY THE CITY OF FULSHEAR.
18. THIS PLAT WAS PREPARED FROM INFORMATION PROVIDED BY FRONTIER TITLE, EFFECTIVE DATE MARCH 11, 2026.
19. ACCESS EASEMENT RECORDED IN C.F. NO. 2021129164 TO BE REMOVED BY THIS PLAT.

DISTRICT NAMES	
FBC ESD	4
SCHOOL	LAMAR CISD
FIRE	E.S.D. NO. 4
CITY OR CITY ETJ	FULSHEAR ETJ
DRAINAGE	FORT BEND DRAINAGE
COUNTY ASSISTANCE DIST	CAD 7
MUD	FULSHEAR M.U.D. NO. 3A

DESCRIPTION OF A TRACT OF LAND CONTAINING
4.0253 ACRES (175,344 SQUARE FEET) SITUATED
IN THE CHURCHILL-FULSHEAR LEAGUE, ABSTRACT 29
FORT BEND COUNTY, TEXAS

BEING A TRACT OF LAND CONTAINING 4.0253 ACRES (175,344 SQUARE FEET), SITUATED IN THE CHURCHILL-FULSHEAR LEAGUE, ABSTRACT 29, FORT BEND COUNTY, TEXAS, BEING A PORTION OF A CERTAIN 87.203 ACRE TRACT OF LAND RECORDED IN VOLUME 673, PAGE 138 OF THE DEED RECORDS OF FORT BEND COUNTY, TEXAS, BEING PART OF A TRACT OF LAND CONVEYED UNTO JHREALTY-KATY, LLC BY DEED RECORDED UNDER COUNTY CLERK'S FILE NO. 2021129325 OF THE OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY, TEXAS. SAID 4.0253-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID 87.203 ACRE TRACT;

THENCE SOUTH 24°28'34" EAST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF F.M. 359 (100 FEET WIDE), A DISTANCE OF 678.37 FEET TO A POINT OF CURVATURE;

THENCE FOLLOWNG A CURVE TO THE LEFT, ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 359, HAVING A RADIUS OF 1,860.08 FEET, ARC LENGTH OF 483.19 FEET, A DELTA ANGLE OF 14°53'01", A CHORD BEARING OF SOUTH 31°55'08" EAST, AND A CHORD LENGTH OF 481.83 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" FOR THE POINT OF BEGINNING AND THE NORTHWEST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

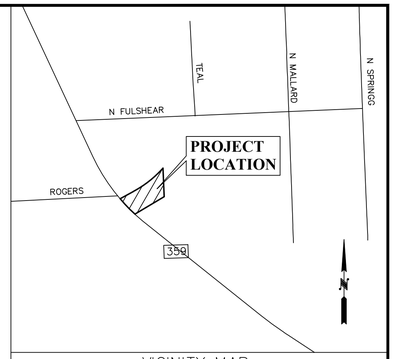
THENCE NORTH 61°43'58" EAST A DISTANCE OF 209.30 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" TO A POINT OF TANGENCY IN THE NORTH LINE OF THE SAID TRACT HEREIN DESCRIBED;

THENCE FOLLOWNG A CURVE TO THE LEFT, HAVING A RADIUS OF 1,500.44 FEET, ARC LENGTH OF 517.48 FEET, A DELTA ANGLE OF 19°45'38", A CHORD BEARING OF SOUTH 51°35'42" WEST, AND A CHORD LENGTH OF 514.92 FEET TO A FOUND 1/2-INCH IRON ROD WITH CAP MARKED "SURVEY 1" TO THE NORTHEAST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 02°21'00" EAST A DISTANCE OF 398.49 FEET TO A FOUND 1/2-INCH IRON FOR THE SOUTHEAST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE SOUTH 59°21'32" WEST, A DISTANCE OF 475.12 FEET TO A FOUND 1/2-INCH IRON ROD IN THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 359 FOR THE SOUTHWEST CORNER OF THE SAID TRACT HEREIN DESCRIBED;

THENCE FOLLOWNG A CURVE TO THE RIGHT, ALONG THE NORTHEAST RIGHT-OF-WAY LINE OF SAID F.M. 359, HAVING A RADIUS OF 1,860.08 FEET, ARC LENGTH OF 298.92 FEET, A DELTA ANGLE OF 09°12'27", A CHORD BEARING OF NORTH 43°57'53" WEST, AND A CHORD LENGTH OF 298.60 FEET TO THE POINT OF BEGINNING AND CONTAINING 4.0253 ACRES (175,344 SQUARE FEET), MORE OR LESS.



VICINITY MAP
SCALE: N.T.S.

KEY MAP
NO. 522

LEGEND:

B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
A.E. = AERIAL EASEMENT
D.E. = DRAINAGE EASEMENT
W.L.E. = WATER LINE EASEMENT
S.S.E. = SANITARY SEWER EASEMENT
STM.S.E. = STORM SEWER EASEMENT
P.A.E. = PERMANENT ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT
M.R.F.B.C. = MAP RECORDS OF FORT BEND COUNTY
O.P.R.F.B.C.= OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
D.R.F.B.C. = DEED RECORDS OF FORT BEND COUNTY
I.P. = IRON PIPE
I.R. = IRON ROD
R.O.W. = RIGHT OF WAY
VOL. = VOLUME
PG. = PAGE
P.O.B. = POINT OF BEGINNING
● = SET 1/2" IR W/CAP MARKED "SURVEY 1"
◆ = TEMPORARY BENCHMARK

SURVEYOR:
www.survey1inc.com
survey1@survey1inc.com
Survey 1, Inc.
Your Land Survey Company
Firm Registration No. 100758-00
P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

PROJECT NO. 1-161194-26

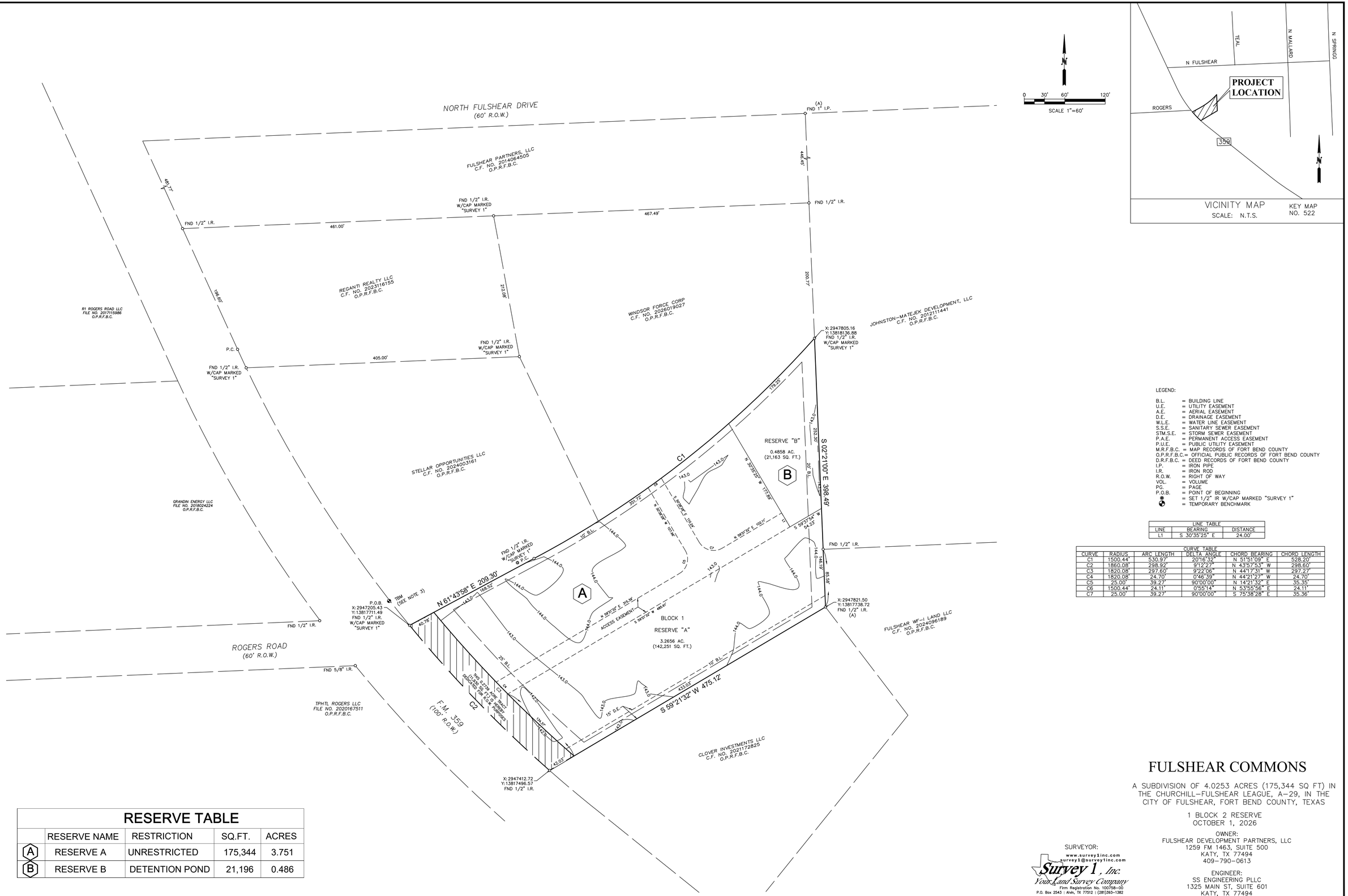
FULSHEAR COMMONS

A SUBDIVISION OF 4.0253 ACRES (175,344 SQ FT) IN THE CHURCHILL-FULSHEAR LEAGUE, A-29, IN THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

1 BLOCK 2 RESERVE
OCTOBER 1, 2026

OWNER:
FULSHEAR DEVELOPMENT PARTNERS, LLC
1259 FM 1463, SUITE 500
KATY, TX 77494
409-790-0613

ENGINEER:
SS ENGINEERING PLLC
1325 MAIN ST, SUITE 601
KATY, TX 77494
281-769-1325
TBPE FIRM NO: 17582



LEGEND:

B.L.	=	BUILDING LINE
U.E.	=	UTILITY EASEMENT
A.E.	=	AERIAL EASEMENT
D.E.	=	DRAINAGE EASEMENT
W.L.E.	=	WATER LINE EASEMENT
S.S.E.	=	SANITARY SEWER EASEMENT
STM.S.E.	=	STORM SEWER EASEMENT
P.A.E.	=	PERMANENT ACCESS EASEMENT
P.U.E.	=	PUBLIC UTILITY EASEMENT
M.R.F.B.C.	=	MAP RECORDS OF FORT BEND COUNTY
O.P.R.F.B.C.	=	OFFICIAL PUBLIC RECORDS OF FORT BEND COUNTY
D.R.F.B.C.	=	DEED RECORDS OF FORT BEND COUNTY
I.P.	=	IRON PIPE
I.R.	=	IRON ROD
R.O.W.	=	RIGHT OF WAY
VOL.	=	VOLUME
PG.	=	PAGE
P.O.B.	=	POINT OF BEGINNING
●	=	SET 1/2" IR W/CAP MARKED "SURVEY 1"
⊕	=	TEMPORARY BENCHMARK

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 30°35'25" E	24.00'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	1500.44'	530.97'	20°16'32"	N 51°51'09" E	528.20'
C2	1860.08'	298.92'	9°12'27"	N 43°57'53" W	298.60'
C3	1820.08'	297.60'	9°22'06"	N 44°17'31" W	297.27'
C4	1820.08'	24.70'	0°46'39"	N 44°21'27" W	24.70'
C5	25.00'	39.27'	90°00'00"	N 14°21'32" E	35.35'
C6	1500.44'	24.11'	0°55'14"	N 53°55'56" E	24.11'
C7	25.00'	39.27'	90°00'00"	S 75°38'28" E	35.36'

RESERVE TABLE

	RESERVE NAME	RESTRICTION	SQ.FT.	ACRES
A	RESERVE A	UNRESTRICTED	175,344	3.751
B	RESERVE B	DETENTION POND	21,196	0.486

FULSHEAR COMMONS

A SUBDIVISION OF 4.0253 ACRES (175,344 SQ FT) IN THE CHURCHILL–FULSHEAR LEAGUE, A–29, IN THE CITY OF FULSHEAR, FORT BEND COUNTY, TEXAS

1 BLOCK 2 RESERVE
OCTOBER 1, 2026

OWNER:
FULSHEAR DEVELOPMENT PARTNERS, LLC
1259 FM 1463, SUITE 500
KATY, TX 77494
409–790–0613

ENGINEER:
SS ENGINEERING PLLC
1325 MAIN ST, SUITE 601
KATY, TX 77494
281–769–1325
TBPE FIRM NO: 17582

SURVEYOR:
www.survey1inc.com
survey1@survey1inc.com
Survey 1, Inc.
Your Land Survey Company
Firm Registration No. 100758–00
P.O. Box 2543 | Alvin, TX 77512 | (281)393–1382

PROJECT NO. 1–161194–26

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Planning
PRESENTER: Joshua Brothers

ITEMS: VIII.L
PREPARED BY: Josh Brothers

SUBJECT: CONSENT AND APPROVAL OF AN ELECTRIC EASEMENT TO BE CONVEYED TO CENTERPOINT ENERGY FOR THE PURPOSES OF PROVIDING POWER TO A CELL TOWER AND ANTENNA AT PRIMROSE PARK

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

Diamond Communications is asking the city to convey an electric easement to CenterPoint Energy for the purposes of supplying their newly constructed cell tower and antenna, located at Primrose Park, with the power necessary to become operational.

RECOMMENDATION

City staff recommend the approval of conveying an electric easement to CenterPoint Energy

ATTACHMENTS:

Easement Document 1.PDF

ELECTRIC EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }
KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND}

THAT, City of Fulshear, Texas, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR ($1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for electric distribution and related communications facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

> Unrestricted Reserve "A" in Block 1 of Administrative Plat of Primrose Park Section 2, a subdivision out of the Churchill Fulshear Survey, Abstract 29, Fort Bend County, Texas according to the map or plat thereof recorded in Plat No. 20260135 of the Plat Records of said County and State.
>
> The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:
>
> An easement ten (10) feet wide, the location of the centerline of which is shown by the dot-dash symbol on Plat No. 26-0612, attached hereto and

made a part hereof, together with unobstructed aerial easements ten (10) feet wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located on both sides of and adjoining said ten (10) foot wide easement.

Grantor shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, its successors and assigns, Grantor, its successors and assigns shall observe all safety codes and laws which apply to working along, within and/or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration (“OSHA”), Chapter 752 of the Texas Health and Safety Code (“THSC”), the National Electric Code (“NEC”), and the National Electrical Safety Code (“NESC”).

Absent written authorization by the Grantee, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor’s expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by Grantee at the Grantor’s expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace them with new fencing.

Grantee shall not deny or obstruct ingress or egress to or from Grantor’s Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to

construct or locate in a near perpendicular fashion, utilities, drainage, ditches, roadways, driveways, across, but not along or solely along, within or under the Easement Area herein granted. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described

Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

[Signature page follows]

EXECUTED this _____ day of _____, 20_____.

City of Fulshear, Texas

BY:_____
Signature

_____
Name typed or printed

_____
Title

STATE OF TEXAS }

COUNTY OF_____}

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, _____ of City of Fulshear, Texas known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said city.

Given under my hand and seal of office this _____ day of _____, 20____.

_____
Notary's Signature

_____
Name typed or printed

_____
Commission Expires

AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Planning
PRESENTER: Joshua Brothers

ITEMS: VIII.M
PREPARED BY: Josh Brothers

SUBJECT: CONSENT AND APPROVAL OF AMENDING THE REGIONAL DETENTION CAPACITY AND NSF FEES WITHIN THE FEE SCHEDULE

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

City staff is proposing an amendment to the Master Fee Schedule to include updates to the regional detention capacity fees and the transfer fees. The original capacity fees were calculated per square foot of impervious area. The current proposal calculates the rate per square foot of the entire property. Additionally, the transfer fee is simply being renamed to "not sufficient funds" (NSF).

RECOMMENDATION

City staff recommend approval of the fee schedule amendment.

ATTACHMENTS:

Updated fee schedules.pdf

Delinquency Charges + SECTION V	
Late Payment	10% of Balance
Notice Letter	$10.00
Delinquent Water & Sewer Utility Services	
Disconnect/Reconnect During Business Hours	Reconnect Only: $50.00
Disconnect/Reconnect After Business Hours	Additional $50.00
~~Transfer~~ NSF Fee	$25.00
Stop Payment Fee	$35.00
Utilities Turn Off Fee	$30.00

Regional Detention Capacity Fee							
East Side Tributary							$1.~~35~~68/sq. ft.
West Side Tributary							$1.~~45~~60/sq. ft.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: VIII.N
DEPARTMENT: Public Works
PREPARED BY: Tiffany Fields
PRESENTER: Matthew Riley -Project Manager

SUBJECT: CONSENT AND APPROVAL FOR AMENDMENT NO. 5 TO AGREEMENT NO. 20200-54 FOR THE DESIGN OF DOWNTOWN EASTSIDE DRAINAGE (4TH STREET) - PHASE I & PHASE II (CMET)

Expenditure Required: $150,000.00
Amount Budgeted: $389,195.00
Funding Account: 300-000-5701-01
Additional Appropriation Required:

EXECUTIVE SUMMARY

In October 2020, City Council authorized Agreement No. 2020-054 with Pape-Dawson for the design of the Downtown Eastside Drainage (4th Street). The project includes surveying, drainage design, roadway replacement, and outfall improvements. Amendment No. 5 will provide for the completion of Construction Materials Engineering and Testing (CMET) services for FM 359 Phase I and additional CMET services for Phase II. This amendment also includes needed drainage design services and TxDOT permitting for the FM359 portion of this project. These services will help ensure that all construction activities comply with project specifications and applicable standards for the City of Fulshear.

RECOMMENDATION

City Staff recommends City Council approve and authorize the City Manager to execute Amendment No. 5 to Professional Services Agreement No. 2020-054 with Pape-Dawson for the Downtown Eastside Drainage (4th Street) Ph. 2, Project D20B in the amount of $150,000.00 for a total contract value of $718,921.90.

ATTACHMENTS:

5th Amendment 2020-054

FIFTH AMENDMENT TO AGREEMENT #2020-054
ENGINEERING SERVICES FOR
DESIGN AND PROJECT MANAGEMENT
DOWNTOWN EASTSIDE DRAINAGE (4TH STREET)

This *Fifth Amendment to Agreement #2020-054 Engineering Services for Design and Project Management, Downtown Eastside Drainage (4th Street)* ("Amendment") is entered into by and between the **CITY OF FULSHEAR, TEXAS** ("City"), a Texas municipality, and **Pape-Dawson Consulting Engineers, LLC** (the "Professional Service Provider" or "Contractor"), a Texas limited liability company. Collectively, the City and the Professional Service Provider may be referred to as the "Parties".

WHEREAS, the Parties entered into an Agreement for professional engineering services dated October 21, 2020, that was entitled "*Agreement #2020-54, Engineering Services for, Design and Project Management, East Side FM 359 Storm Sewer Improvements – Phase I of Project B.*" (the "Original Agreement"); and

1. **Section 4.1** Section 4.1 of the Original Agreement is deleted in its entirety, and the following language is substituted in its place:

> ***4.1*** ***Contract Sum.*** The City shall compensate Pape-Dawson Consulting Engineers, LLC for the performance of Services rendered per the professional engineering services proposal in ***Appendix A, B, C, D, and E*** and in accordance with the Compensation Table and Rate Schedule contained in ***Appendix A, B, C, D, and E*** The total fees paid under this Agreement shall not exceed **$718,921.90.**

2. This Fifth Amendment supersedes the Fourth Amendment with respect to Section 4.1 of the Original Agreement. As modified herein, Section 4.1 is replaced in its entirety. Except as expressly amended herein, all other terms and conditions of the Original Agreement, as previously amended, shall remain in full force and effect.

By the signatures affixed below, this Amendment is hereby incorporated into and made a part of the Original Agreement. This Amendment has an effective date of October_____, 2026.

[SIGNATURE PAGE FOLLOWS]

CITY:

CITY OF FULSHEAR, TEXAS

By: _____
Zach Goodlander, City Manager

PROFESSIONAL SERVICE PROVIDER / CONTRACTOR:

PAPE-DAWSON CONSULTING ENGINEERS, LLC.

By: _____

Name: _____

Title: _____

PAPE–DAWSON

September 30, 2026

Cliff Brouhard
Public Works Director and City Engineer
City of Fulshear
6611 W Cross Creek Benk Lane
Fulshear, Texas 77441

Via Email: Cbrouhard@fulsheartexas.gov

Re: Downtown Eastside Drainage Improvements along FM 359 – 4th Street Outfall
Professional Engineering Services for Design and Project Management
City of Fulshear, Fort Bend County, Texas

Dear Mr. Brouhard:

We are pleased to present this amendment to the existing contract that currently provides design, bidding, and construction phase services to construct drainage improvements as identified in the City's Downtown Master Drainage Plan along FM 359 (Main St). Proposed adjustments to the contract are outlined below.

I. CONSTRUCTION MATERIALS ENGINEERING AND TESTING – 4TH ST (TASK 490-003) $16,500

- Increased budget to continue construction material testing as needed.
- This effort includes subconsultant cost plus 10% management.

II. CONSTRUCTION PROJECT MANAGEMENT AND ADMINISTRATION – 4TH ST (TASK 490-001) $28,000

- Increase budget to continue 4th St construction services below. Based on three (3) to four (4) months to completion.
  - Review Contractor submittals/shop drawings, RFIs, change orders, and pay applications.
  - Coordination with Contractor and City's Construction Manager on resolution of design issues.
  - Lead regular construction progress meetings.
  - Attend substantial completion inspection and create punch list; attend final completion inspection and issue a letter of completion.

III. FINAL DESIGN SERVICES (TASK 002) $22,000

- Increased fee for additional drainage requirements directed by recent TxDOT comments for FM 359 design plans as required to receive construction permit.
  - Drainage Area Maps
  - Drainage Calc Sheets

IV. CONSTRUCTION MATERIALS ENGINEERING AND TESTING – FM 359 (TASK 491-003) $38,500

- New budget to provide construction material testing for FM 359 TxDOT construction as needed.
- This effort includes subconsultant cost plus 10% management.

V. CONSTRUCTION PROJECT MANAGEMENT AND ADMINISTRATION – FM 359 (TASK 491-001) $45,000

- New budget to provide FM 359 construction services below. Based on six (6) months construction duration.
- Provide support to complete FM 359 construction with services as follows:
  - Review Contractor submittals/shop drawings, RFIs, change orders, and pay applications.
  - Coordination with Contractor and City's Construction Manager on resolution of design issues.
  - Lead regular construction progress meetings.
  - Attend substantial completion inspection and create punch list; attend final completion inspection and issue a letter of completion.

PROJECT FEES

The Owner agrees to compensate the Consultant, and the Consultant agrees to accept compensation, for the services described in the scope of services herein on a lump sum basis, except where specifically noted otherwise. The fees below are valid for one (1) year from the date of this proposal. If services have not begun within that period, the Consultant reserves the right to review and adjust the fees accordingly. Payment of the Time and Materials Fees will be billed monthly in accordance with a provided rate sheet. Agency review fees will be billed on a time and materials basis in accordance with the rate schedule.

SUMMARY OF SCOPE AND FEES

I.	Construction Materials Engineering and Testing – 4th St	Task 490-003	*T&M*	$16,500
II.	Construction Project Management and Administration – 4th St	Task 490-001	*T&M*	$28,000
III.	Final Design Services	Task 002	*Lump Sum*	$22,000
IV.	Construction Materials Engineering and Testing – FM 359	Task 491-003	*T&M*	$38,500
V.	Construction Project Management and Administration – FM 359	Task 491-001	*T&M*	$45,000
			Total:	**$150,000**

THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:

- *Any professional opinions expressed in AI generated meeting notes should be confirmed by the client in contract documents and communications.*

- *Any item not expressly mentioned in the above scope of work to be considered an additional service with additional fees required.*
- *Pape Dawson not to begin work without prior written authorization from the City for any work outside of the approved scope of work.*

SCHEDULE

Pape-Dawson to continue existing service and begin new services upon receipt of an executed proposal and contract.

BASIS OF COMPENSATION

Pape-Dawson's compensation is both lump sum and T&M in the amount of **$150,000** for the services identified above. This budget figure does not include any Direct Expenses or applicable sales tax on services. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

AGREEMENT

Upon the signing of this Proposal by Client, this Proposal to be governed by the existing Master Agreement for Professional Engineering Services by and between Client and Pape-Dawson, dated effective as of the 21st day of October 2020, with the same force and effect as if all of the terms of such Master Agreement were recited verbatim herein.

We appreciate the opportunity to work with you on this project. If this proposal meets with your approval, please acknowledge such by signing this proposal letter and returning it to our office via email, fax or US Mail for our records. Receipt of the executed document serves as authorization for us to proceed with the work.

We appreciate the opportunity to work with you on this project.

Sincerely,
Pape-Dawson Consulting Engineers, LLC

Keith Mahon, P.E., ENV SP
Principal Engineer

CITY OF FULSHEAR, TEXAS

Signature:_____

Name:_____

Title:_____

Date:_____

Vernon W. Hegwood

Vernon Hegwood, P.E., LGPP
Vice President

CITY OF FULSHEAR, TEXAS
ACCOUNTS PAYABLE CONTACT INFO

Name:_____

Address:_____

Phone:_____

Email:_____

No Attachments

F:\Costello\TDrive\CityofFulshear\2020170 Fourth St\Proj Mngmt\FM 359 Improvements\260430 (P0003806-026)r1.docx

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Public Works
PRESENTER: Clifford Brouhard

ITEMS: VIII.O
PREPARED BY: Cliff Brouhard

SUBJECT: CONSENT AND APPROVAL TO AUTHORIZE THE MAYOR TO APPROVE A RIGHT OF WAY DEDICATION ALONG WOODS ROAD FROM THE CITY OF FULSHEAR TO FORT BEND COUNTY

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

In February of 2006, the city accepted ownership of the Woods Road Water Plant from Municipal Utility District 222 (Tamarron West). As part of that agreement, it was understood that the city would donate a ten-foot right of way to Fort Bend County for the future widening of Woods Road. This item is to authorize the Mayor to sign the donation deed paperwork related to the requested ten-foot right of way from the City owned water plant property along Woods Road.

RECOMMENDATION

City staff recommends that Council grant the Mayor authorization to approve a 10-foot roadway right of way dedication from the City of Fulshear to Fort Bend County along Woods Road adjacent to the Woods Road Water Plant and sign related documents.

ATTACHMENTS:

Special Warranty Deed (Water Plant 2 4.56 acres) with City Acknowledgement - Recorded.pdf
Donation Deed - ROW from City of Fulshear to Fort Bend County (Woods Road 10ft) - 08032026 (003).pdf

2026024392
ELECTRONICALLY RECORDED
Official Public Records
3/13/2026 10:45 AM

Laura Richard, County Clerk
Fort Bend County Texas
Pages: 9 Fee: $ 47.00

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED
(Water Plant No. 2 – 4.56 acres)

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND §

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222, a body politic organized and existing under the laws of the State of Texas ("Grantor"), for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by **CITY OF FULSHEAR, TEXAS**, a home rule municipality in Fort Bend County, Texas ("Grantee"), having an address of 6611 W Cross Creek Bend Lane, Fulshear, TX 77441, the receipt and sufficiency of which are hereby acknowledged and confessed, subject to the exceptions, terms and provisions hereinafter set forth and described, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee all of those certain lots, tracts or parcels of land situated in Fort Bend County, Texas, described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all and singular, the rights, benefits, privileges, easements, tenements, hereditaments, appurtenances and interests thereon or in anywise appertaining thereto and with all improvements located thereon (said land, rights, benefits, privileges, easements, tenements, hereditaments, appurtenances, improvements and interests being hereinafter referred to as (the "Property").

For the same consideration recited above, Grantor hereby BARGAINS, SELLS and TRANSFERS, without warranty, express or implied, all interest, if any, of Grantor in (i) strips or gores, if any, between the Property and abutting or immediately adjacent properties not owned by Grantor, and (ii) any land not owned by Grantor lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or immediately adjacent to the Property.

By this instrument, Grantor conveys the Property to Grantee, subject to all liens, encumbrances, conditions, and other exceptions appearing of record in the office of the County Clerk of Fort Bend County, Texas.

TO HAVE AND TO HOLD the Property, subject to the matters herein stated as aforesaid, unto Grantee, and Grantee's administrators, successors and assigns, forever.

Grantor binds Grantor, Grantor's successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property to Grantee, Grantee's successors or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

WITHOUT LIMITING THE FOREGOING WARRANTY OF TITLE, (A) GRANTOR MAKES NO WARRANTIES OR REPRESENTATIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE CONDITION OR VALUE OF THE PROPERTY, OR THE IMPROVEMENTS LOCATED THEREON (IF ANY), INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, (B) GRANTOR HEREBY FURTHER SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY, GUARANTY OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, OR CONCERNING THE NATURE AND CONDITION OF THE WATER, SOIL AND GEOLOGY OF THE PROPERTY AND THE EXISTENCE OF ANY ENVIRONMENTAL HAZARDS, SUBSTANCES OR CONDITIONS THEREON (INCLUDING THE PRESENCE OF ASBESTOS), AND (C) GRANTEE HAS CAREFULLY INSPECTED THE PROPERTY, AND BY THE ACCEPTANCE OF THIS DEED, ACCEPTS THE PROPERTY "AS IS" AND "WHERE IS" IN ITS PRESENT CONDITION.

By signing below, Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on, the Property, the Community or the Community Improvements, latent or otherwise, or on account of any other conditions affecting the Property or the Community, as Grantee is purchasing the Property **As Is, Where Is, and With All Faults**. Grantee, on its own behalf and behalf of anyone claiming by, through, or under Grantee and on behalf of all other Grantee Parties, to the maximum extent permitted by applicable law, hereby fully releases Grantor and all other Grantor Parties from any and all Claims that it may now have or hereafter acquire against Grantor and the Grantor Parties arising from or related to any defect, errors, or omissions in or relating to the valuation, suitability, development and/or entitlement of, or construction of improvements on, the Property or the Community, including, without limitation, the Community Improvements or other conditions existing, circumstances or events occurring on, in, about or near the Property or the Community whether occurring before, after or at the date hereof, including, without limitation, (i) those identified, described, or otherwise referred to in the previous paragraph, and (ii) any Claims based on or related to the content, accuracy, or completeness of any information concerning the Property, the Community or the Community Improvements obtained by Grantee from any source. Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee, the Grantee Parties, and all subsequent owners of the Property or any part thereof and upon any all persons claiming by, through, or under Grantee. This waiver and release of claims shall survive the execution and delivery of this Deed.

Grantor reserves, together with the right of assignment in whole or in part, multiple easements on, along and across the Property for utility lines and for drainage, and the right to grant additional easements on, along and across the Property for public and private purposes without joinder of Grantee; provided, however, that any such use shall not unreasonably interfere with rights specifically granted to Grantee herein. Such easements include (but are not limited to) easements to public agencies and governmental agencies, easements for overhead and

underground electrical distribution, natural gas transmission, telephony, cable television and similar services.

The capitalized terms used in this Deed as defined terms shall have the following meanings:

1. "*Claim*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under the contract pursuant to which this deed is executed and delivered, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

2. "*Grantee Party*" means and incudes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, (ii) any contractor, subcontractor, engineer, architect, or other party hired or retained by Grantee in connection with the marketing, design, or construction of homes on the Lots, (iii) any future owner of the Property or any Lot, including any homebuyer and such homebuyer's heirs, successors and assigns; and (iv) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

3. "*Grantor Parties*" means and incudes (i) Grantor, D.R. Horton, Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of D.R. Horton, Inc., and of and any parent, subsidiary, or affiliate entity of Grantor and/or D.R. Horton, Inc.

4. "*Lots*" means the residential lots comprising or which may be platted out of the Property.

5. "*Community*" means the larger development community in which the Property is located including all existing, planned, and future sections and phases, and all common areas, amenities, or other land or improvements associated with the development.

6. "*Community Improvements*" means and includes any and all infrastructure and improvements constructed or installed in connection with the development of the Property, of the Lots, and/or of the Community, including, without limitation, streets, utilities of all types and all utility infrastructure (including, but not limited to, water, wastewater, electric, natural gas, telecommunications, storm sewer, drainage, and reclaimed water), all common area improvements for the Community (including all fencing, screening, entryway improvements (including all associated landscaping and irrigation), sidewalks, signage, park and recreation areas, playgrounds, pools, sports fields and courts, amenity centers and other community

facilities, and other amenities for the Community or any phase thereof), and other shared improvements.

[Signatures on following pages]

EXECUTED as of the 5th day of November, 2025.

"GRANTOR"

FORT BEND COUNTY MUNICIPAL UTILITY DISTRICT NO. 222

By: _____
Name: Scott Hooper
Title: Vice President
Date: 11/5/25

ATTEST:

_____
Asst. Secretary, Board of Directors

THE STATE OF §
§
COUNTY OF Harris §

This instrument was acknowledged before me on the 5th day of November, 2025 by Scott Hooper, as Vice President, of the Board of Directors of Fort Bend County Municipal Utility District No. 222, a political subdivision of the State of Texas, on behalf of said political subdivision.

Brenda D. Presser
Notary Public in and for
the State of Texas

(SEAL)

BRENDA D PRESSER
Notary Public, State of Texas
Comm. Expires 10-02-2028
Notary ID 682127-3

017302.000001\4909-0191-2439.v1

"GRANTEE"

CITY OF FULSHEAR, TEXAS

By: _____
Don McCoy, Mayor

Date: 02.03.2026

ATTEST:

_____
Mariela Rodriguez, City Secretary

THE STATE OF TEXAS §
§
COUNTY OF Ft. Bend §

This instrument was acknowledged before me on the 3rd day of February 2026, by Don McCoy the Mayor of the City of Fulshear, Texas, on behalf of said City.

KATIE LEWIS
My Notary ID # 132892734
Expires January 27, 2029

_____
Notary Public, State of Texas

(NOTARY SEAL)

After recording, return to:
Samuel Johnson
Coats | Rose, P.C.
9 Greenway Plaza, Suite 1000
Houston, Texas 77046

017302.000001\4909-0191-2439.v1

EXHIBIT "A"

Tamarron West Water Plant No. 2 Micajah Autrey Survey, Abstract 100
4.56 Acres

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 4.56 acre tract of land in the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, being out of and a part of the residue of a called 927.88 acre tract recorded under County Clerk's File Number 2020183372, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a point within the margins of Woods Road (width varies this location) for the northwest corner of Tamarron West Section 4, according to map or plat thereof recorded under County Clerk's File Number 20220067, Plat Records, Fort Bend County, Texas, being a southwest corner of said called 927.88-acre tract, said point being in the west line of said Micajah Autrey Survey, Abstract 100, same being the east line of the adjoining Nathan Brookshire League, Abstract 14;

Thence North 02 degrees 14 minutes 35 seconds West along the west line of said called 927.88-acre tract, and the west line of said Micajah Autrey Survey, Abstract 100, same being the east line of said adjoining Nathan Brookshire League, Abstract 14, as located in Woods Road, 63.56 feet to a Mag nail set with shiner for the southwest corner and **Place of Beginning** of the herein described tract;

Thence North 02 degrees 14 minutes 35 seconds West continuing along said line, as located in Woods Road (80-feet wide this location), 407.88 feet to a Mag nail set with shiner for the northwest corner of the herein described tract;

Thence North 37 degrees 02 minutes 27 seconds East establishing the northwest line of the herein described tract, crossing said called 927.88 acre tract, at 63.17 feet pass a 5/8 inch iron rod with cap marked "Quiddity" set on said line at its intersection with the east right-of-way line of Woods Road, and continuing for a total distance of 326.73 feet to a 5/8 inch iron rod with cap marked "Quiddity" set for the north corner of the herein described tract, from said point a 5/8 inch iron rod with cap marked "Jones | Carter" found for reentry corner to said called 927.88 acre tract, same being the southeast corner of a non-contiguous portion of the residue of a called 1,316.47 acre tract recorded under County Clerk's File Number 2012149037, Official Public Records, Fort Bend County, Texas, bears North 37 degrees 02 minutes 27 seconds East, 11.31 feet;

Thence South 75 degrees 29 minutes 20 seconds East establishing the northeast line of the herein described tract, crossing said called 927.88-acre tract, 166.40 feet to a 5/8-inch iron rod with cap marked "Quiddity" set for angle point;

Thence South 68 degrees 02 minutes 03 seconds East continuing along said line, 248.64 feet to a 5/8-inch iron rod with cap marked "Quiddity" set for the east corner of the herein described tract, from which point a ¾ inch iron rod with cap marked "Jones | Carter" found for the north corner of the aforementioned Tamarron West Section 4 bears South 68 degrees 02 minutes 03 seconds East, 52.10 feet;

Tamarron West Water Plant No. 2
4.56 Acres
Micajah Autrey Survey, Abstract 100

Thence South 38 degrees 18 minutes 02 seconds West establishing the southeast line of the herein described tract, 182.29 feet to a 5/8-inch iron rod with cap marked "Quiddity" set for angle point;

Thence South 49 degrees 38 minutes 03 seconds West continuing along said line, at 552.36 feet pass a 5/8 inch iron rod with cap marked "Quiddity" set on said line at its intersection with the east right-of-way line of Woods Road, and continuing for a total distance of 603.21 feet to the **Place of Beginning** and containing 4.56 acres of land, with 0.38 acre within the margins of existing Woods Road, for a net acreage of 4.18 acres of land, more or less;

For reference and further description see Drawing No. 18418 prepared by the undersigned on same date.

February 21, 2023

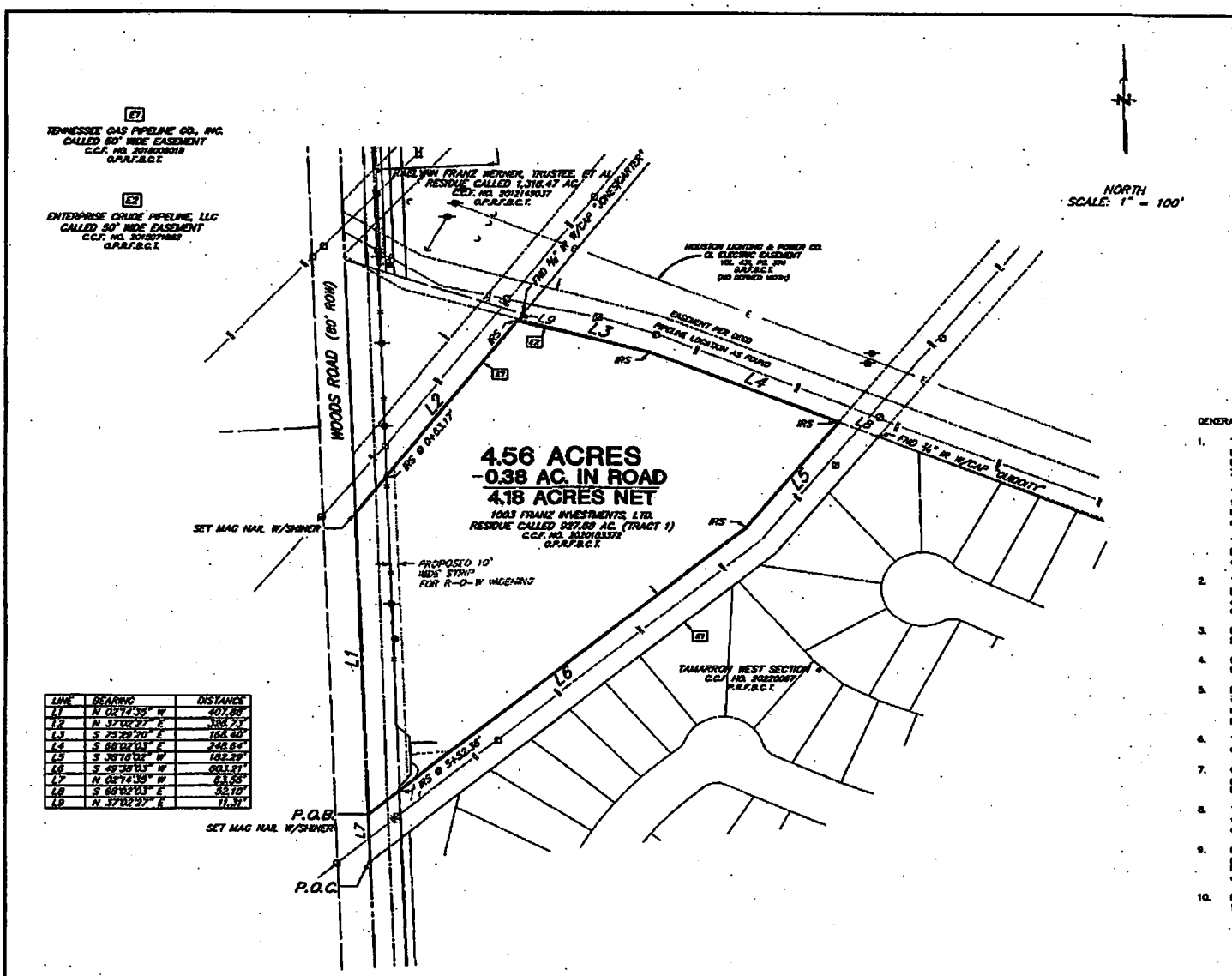
Job Number 16806-0023-00

Quiddity Engineering, LLC
1229 Corporate Drive, Suite 100
Rosenberg, TX 77471
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046100

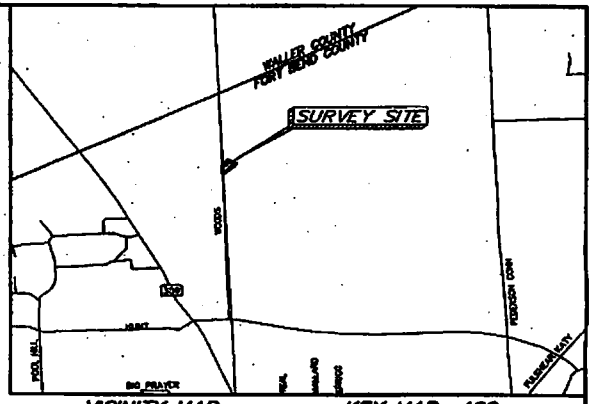
STATE OF TEXAS
REGISTERED
CHRIS D. KALKOMEY
5869
PROFESSIONAL
LAND SURVEYOR

Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@quiddity.com

017302.000001\4909-0191-2439.v1



LINE	BEARING	DISTANCE
L1	N 02°14'35" W	407.88'
L2	N 37°02'27" E	384.73'
L3	S 75°29'20" E	168.40'
L4	S 68°02'03" E	248.64'
L5	S 38°16'02" W	183.29'
L6	S 49°38'03" W	603.21'
L7	N 02°14'39" W	63.58'
L8	S 68°02'03" E	52.10'
L9	N 37°02'27" E	11.31'



GENERAL NOTES:

1. This tract lies within Zone "X" of the Flood Insurance Rate Map, Community No. 480228, Map Number 48157C0085M, Panel 0085, Suffix "M" dated January 29, 2021 for Fort Bend County, Texas and Incorporated areas.
Zone "X" is defined as areas of minimal flood hazard.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

   The location of the flood zone lines shown hereon were determined by scaling from said FIRM map. The actual location as determined by elevation contours may differ. Quiddity assumes no liability as to the accuracy of the location of the flood zone limits.

2. This survey was prepared without the benefit of a current Commitment for Title Insurance or Abstractor's Certification and therefore easements or encumbrances may exist which are not shown hereon. No research of the Public Records of Fort Bend County, Texas regarding these easements or encumbrances was performed by Quiddity.

3. Pipelines shown hereon are approximate and based upon available aboveground evidence. Exact locations would need to be identified by the respective pipeline companies.

4. Bearings are based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

5. Fences shown hereon are graphic only, with dimensional ties shown at specific locations where they were physically measured. The fence line may meander between said measured locations. The dimensions showing the distance between the fence and the property line also indicates which side of the property line the fence is on.

6. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.

7. Only visible improvements / utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey. Structures were located based on available aerial photography.

8. This survey does not provide any determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.

9. Development of the subject tract may require submittal, approval, and/or recording of a plat or replat. Rules and regulations are established by the governmental agency, which has jurisdiction. These rules and regulations may include dedication of setback lines, easements, additional right-of-way, and other matters.

10. For reference and further description, see metes and bounds description, job number 16806-0023-00, prepared by Quiddity on same date.

Subject to the General Notes shown:

We, Quiddity, acting by and through Chris D. Kalkomey, a Registered Professional Land Surveyor, hereby certify that this survey substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition III Survey.

Surveyed: 02-21-23

STATE OF TEXAS REGISTERED CHRIS D. KALKOMEY 5869 PROFESSIONAL LAND SURVEYOR

Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
cdkalkomey@quiddity.com

SURVEY
OF
WATER PLANT #2
BEING
4.56 ACRES
OUT OF THE
MICAJAH AUTREY SURVEY, ABSTRACT 100
FORT BEND COUNTY, TEXAS
FEBRUARY 2023

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046300
1229 Corporate Drive, Suite 100 • Rosenberg, TX 77471 • 281.342.2033

I:\16806\16806-0001-00 1,318 Acre Franz Tract Boundary Survey\1 Surveying Phase\CAD Files\Working Dwg\16806 ALL FILE\WP #2 SURVEY V1.dwg Feb 22,2023 – 3:09pm CH

CDK/cdk JOB No. 16806-0023-00 DWG. No. 18418

DONATION DEED

(Public Rights-of-Way)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS §
§
COUNTY OF FORT BEND § KNOW ALL MEN BY THESE PRESENTS:

THAT CITY OF FULSHEAR, TEXAS, a home rule municipality in Fort Bend County, Texas (hereinafter referred to as "Grantor"), for the purpose of a donation to Grantee (as hereinafter defined), has GRANTED, GIVEN AND CONVEYED, and by these presents does GRANT, GIVE AND CONVEY unto FORT BEND COUNTY, TEXAS, a political subdivision of the state of Texas body corporate and politic under the laws of the State of Texas (hereinafter referred to as "Grantee"), the parcels of land known as road right-of-way situated in the Fort Bend County, Texas, as the same are more particularly described in Exhibit A attached hereto and incorporated herein for all purposes (collectively, the "Property").

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Grantor, with the exception of any paved road right-of-way, is retaining title to the following improvements: all storm sewer outfalls, detention ponds, sidewalks, sidewalk ramps, trails, monument signs, landscaping, irrigation, masonry entrances, lamp posts, pavers, decorative bridge rails, manholes, decorative concrete, aesthetic and architectural enhancements to bridges or abutments, and other above-surface and below-surface structures or improvements located within the Property.

This Donation Deed and the conveyance hereinabove set forth is made for public use and enjoyment as and for public rights-of-way, together with the right to install, construct, maintain, repair, and operate facilities thereunder for electrical power and telecommunications, gas, water, sanitary sewer, and storm sewer, if any.

Further, this Donation Deed is executed by Grantor and accepted by Grantee subject to the terms, conditions and provisions hereof and is further subject to all easements, conditions, restrictions, covenants, mineral or royalty interests, mineral reservations, surface waivers, utility conveyances, if any, or other matters of record in the Official Public Records of Fort Bend County, Texas, but only to the extent the same are validly existing, applicable to the Property, and enforceable against a political subdivision of the State of Texas (collectively, the "Permitted Encumbrances").

GRANTEE IS TAKING POSSESSION OF THE PROPERTY ON AN "AS IS" "WHERE IS" "WITH ALL FAULTS" BASIS. GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS, OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER STATUTORY, EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, CONCERNING, OR WITH RESPECT TO THE NATURE, QUALITY, OR CONDITION OF THE PROPERTY.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors or assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND, all and singular the title to the Property unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor, but not otherwise, subject only to the Permitted Encumbrances.

If current ad valorem taxes on the Property have not been prorated at the time of closing, Grantor and Grantee shall be responsible for payment of its respective share thereof based on the period of ownership.

When the context requires, singular nouns and pronouns include the plural.

This instrument may be executed in multiple counterparts, each of which shall be deemed an original, and all of which, taken together, shall constitute one instrument.

Grantee's address is 401 Jackson Street, Richmond, Texas 77469.

[Signature pages follow this page.]

EXECUTED this _____day of _____, 2026.

GRANTOR:

CITY OF FULSHEAR, TEXAS

By: _____
Don McCoy, Mayor

ATTEST:

Mariela Rodriguez, City Secretary

THE STATE OF TEXAS §

COUNTY OF _____ §

This instrument was acknowledged before me on the _____day of _____ 2026, by Don McCoy, the Mayor of the City of Fulshear, Texas, on behalf of said City.

Notary Public, State of Texas

(NOTARY SEAL)

EXECUTED by Grantee on the date set forth in the acknowledgment below, but AGREED to, ACCEPTED, and EFFECTIVE as of the date executed by Grantor.

GRANTEE:

FORT BEND COUNTY, TEXAS

By: _____
Name: Daniel Wong
Title: County Judge

THE STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me, the undersigned notary, on the __day of _____, 2026, by Daniel Wong, County Judge of Fort Bend County, Texas, acting in the capacity herein stated, as the authorized act and deed of the FORT BEND COUNTY, TEXAS, a political subdivision of the State of Texas.

(NOTARY SEAL)

_____

Notary Public, State of Texas

Attachments:
Exhibit A — Legal Description of the Property

After Recording. Please Return To:
Fort Bend County Engineering
301 Jackson Street, 4th Floor
Richmond, Texas 77469

Exhibit A

Legal Description of the Property

10' Wide Right-Of-Way
0.10 Acre

Micajah Autrey Survey,
Abstract 100

STATE OF TEXAS §

COUNTY OF FORT BEND §

A **METES & BOUNDS** description of a 10-foot wide strip of land in the Micajah Autrey Survey, Abstract 100, Fort Bend County, Texas, being over, through, and across that certain called 4.56 acre tract recorded under County Clerk's File Number 2025122901, Official Public Records, Fort Bend County, Texas, with all bearings based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.

Commencing at a Mag nail with shiner set for the northwest corner of the adjoining Tamarron West Section 4, according to map or plat thereof recorded under County Clerk's File Number 20220067, Plat Records, Fort Bend County, Texas, same being a southeast corner of the residue of an adjoining called 927.88 acre tract recorded under County Clerk's File Number 2020183372, Official Public Records, Fort Bend County, Texas, and the south corner of an adjoining called 50-foot wide easement recorded under County Clerk's File Number 2018008018, Official Public Records, Fort Bend County, Texas, said point being within the margins of Woods Road (80-foot wide), from which a Mag nail with shiner bears North 02 degrees 14 minutes 35 seconds West, 589.60 feet;

Thence North 49 degrees 38 minutes 03 seconds East along the north line of said adjoining Tamarron West Section 4, same being a southeast line of the residue of said adjoining called 927.88 acre tract and the southeast line of said adjoining called 50-foot wide easement, 50.85 feet to a 5/8-inch iron rod with cap marked "Quiddity" set in the existing east right-of-way line of Woods Road;

Thence North 02 degrees 14 minutes 35 seconds West along the existing east right-of-way line of Woods Road, 63.56 feet to the southwest corner and **Place of Beginning** of the herein described tract, being a point in the southeast line of said called 4.56 acre, same being a northwest line of the residue of said adjoining called 927.88 acre tract, and the northwest line of said adjoining called 50-foot wide easement;

Thence North 02 degrees 14 minutes 35 seconds West along the west line of the herein described tract, same being the existing east right-of-way line of Woods Road, 425.39 feet to the northwest corner of the herein described tract, being a point in the northwest line of said called 4.56 acre tract, same being a southeast line of the residue of said adjoining called 927.88 acre tract, and a southeast line of an adjoining called 50-foot wide easement recorded under County Clerk's File Number 2018008018, Official Public Records, Fort Bend County, Texas;

Thence North 37 degrees 02 minutes 27 seconds East along the north line of the herein described tract, same being the northwest line of said called 4.56 acre tract, a southeast line of the residue of said adjoining called 927.88 acre tract, and the southeast line of said adjoining called 50-foot wide easement, 15.79 feet to the northeast corner of the herein described tract;

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/a9d0b341-0b74-4290-8050-
e0d99e2cce57/WOPIServiceId_TP_EGNYTE_PLUS/WOPIUserId_234.quiddity.egnyte.com/0.10_AC_WOODS_RD_ROW_#2_V2-

Thence South 02 degrees 14 minutes 35 seconds East establishing the east line of the herein described tract, crossing said called 4.56 are tract, 429.77 feet to the southeast corner of the herein described tract, being a point in the southeast line of said called 4.56 acre tract, same being a northwest line of the residue of said adjoining called 927.88 acre tract, and the northwest line of said adjoining 50-foot wide easement;

Thence South 49 degrees 38 minutes 03 seconds West along the south line of the herein described tract, same being the southeast line of said called 4.56 acre tract, a northwest line of the residue of said adjoining called 927.88 acre tract, and the northwest line of said adjoining called 50-foot wide easement, 12.71 feet to the **Place of Beginning** and containing 0.10 acre of land, more or less.

For reference and further description see Drawing No. 20432 prepared by the undersigned on same date.

October 8, 2024

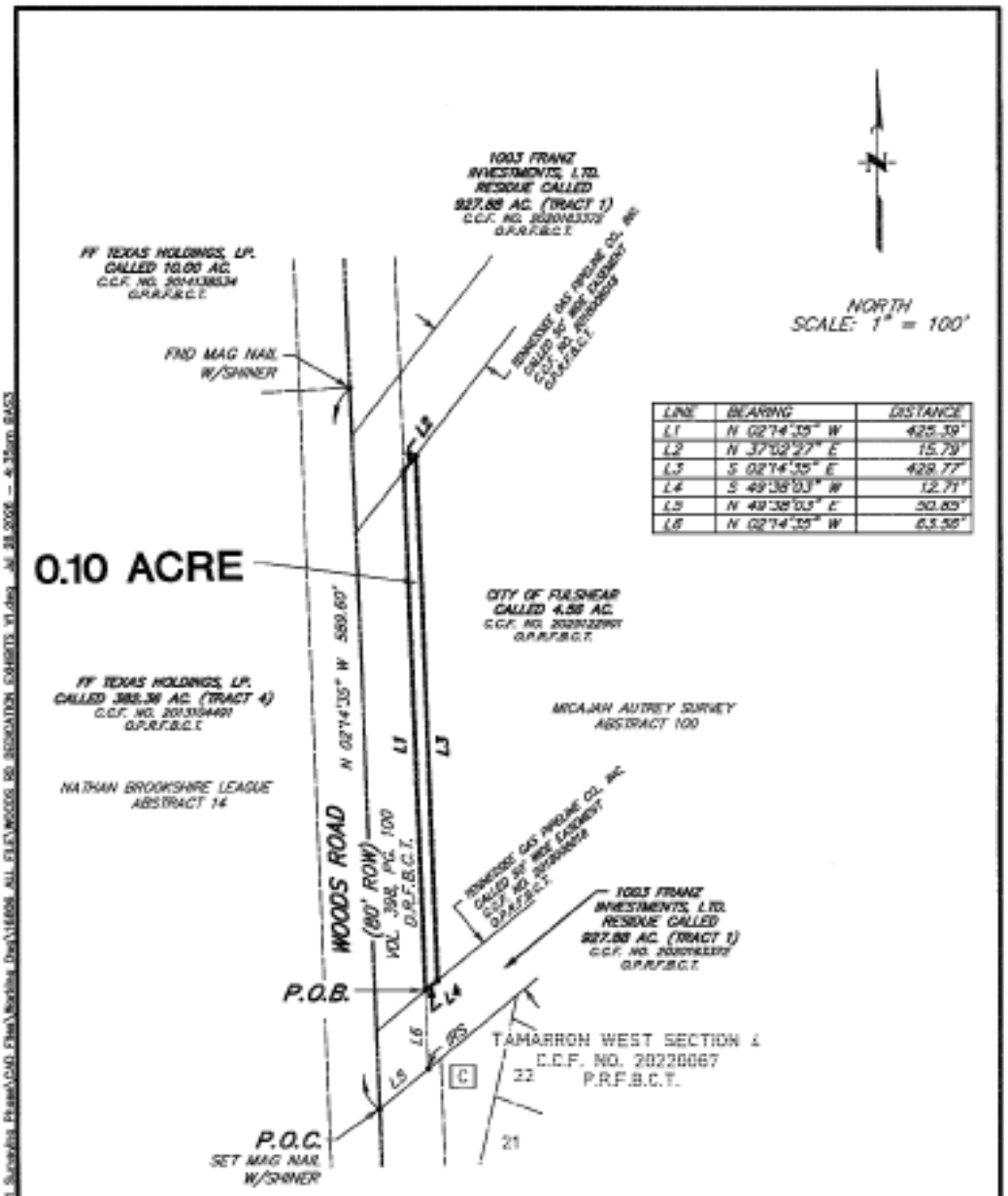
Job Number 16806-0023-02

Quiddity Engineering, LLC
2322 W Grand Parkway N, Suite 150
Katy, TX 77449
(281) 342-2033
Texas Board of Professional Land
Surveying Registration No. 10046100

STATE OF TEXAS
REGISTERED
CHRIS D. KALKOMEY
5869
PROFESSIONAL
LAND SURVEYOR

Acting By/Through Chris D. Kalkomey
Registered Professional Land Surveyor
No. 5869
CDKalkomey@quiddity.com

https://us-partner-integrations.egnyte.com/msoffice/wopi/files/a9d0b341-0b74-4290-8050-e0d99a2cca57/WOPIServiceId_TP_EGNYTE_PLUS/WOPIUserId_234.quiddity.egnyte.com/0.10 AC WOODS RD ROW #2 V2-M&B.docx



LINE	BEARING	DISTANCE
L1	N 02°14'35" W	425.39'
L2	N 37°02'27" E	15.79'
L3	S 02°14'35" E	428.77'
L4	S 49°38'03" W	12.71'
L5	N 49°38'03" E	50.85'
L6	N 02°14'35" W	63.56'

STATE OF TEXAS
REGISTERED
CHRIS D. KALKOMEY
5869
PROFESSIONAL
LAND SURVEYOR

GENERAL NOTES:

1. Bearings are based upon the Texas Coordinate System of 1983, South Central Zone, based upon GPS observations.
2. For reference and further description, see metes and bounds description, job number 16806-0023-01, prepared by Jones|Carter on same date.
3. IRS = ⅝" Iron Rod Set with cap marked "Quiddity"

EXHIBIT
OF A
10-FOOT WIDE STRIP OF LAND
BEING
0.10 OF AN ACRE
OUT OF THE
MICAJAH AUTREY SURVEY, ABSTRACT 100
FORT BEND COUNTY, TEXAS
OCTOBER 2024

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
2322 W Grand Parkway North, Suite 150 • Katy, TX 77449 • 281.342.2033

SURVEYOR-C.D.K./DRAFTSMAN-B.A.S. JOB No. 16806-0023-02 DWG. No. 20432

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: IX.A
DEPARTMENT: Economic Development
PREPARED BY: Annel Guadalupe
PRESENTER: Annel Guadalupe

SUBJECT: CONSIDERATION AND POSSIBLE ACTION REGARDING THE TIP STRATEGIES ECONOMIC DEVELOPMENT STRATEGIC PLAN UPDATE PROPOSAL

Expenditure Required: $100,000
Amount Budgeted: $110,000
Funding Account: 601-000-5470-03 ($55,000)
701-000-5470-03 ($55,000)

Additional Appropriation Required: None
Funding Account: None

EXECUTIVE SUMMARY

During the special joint meeting between the City of Fulshear City Council and Economic Development Boards on August 5, 2026 collaborative discussions took place on the need for updating the Economic Development Strategic plan. At the direction of various council members the staff requested an updated proposal from TIP Strategies and placed the item on the agenda for the September EDC meetings. During the September 14, 2026 board meeting the City of Fulshear Development Corporation (Type A) unanimously approved funding for the Economic Development Strategic Plan Update in an amount of $50,000. Subsequently, on September 21, 2026, the Fulshear Development Corporation (Type B) approved contributing an amount of $50,000 to the Economic Development Strategic Plan Update.

This joint investment reflects both Boards' commitment to aligning the City's economic development priorities with current market trends and ensuring strategic, data-driven decision-making for future growth.

Attached you will find the proposal. This item was previously budgeted and approved by council during the budget process.

RECOMMENDATION

City Staff recommends City Council approve the TIP Strategies Economic Development Strategic Plan update proposal.

ATTACHMENTS:

TIP Strategies_Fulshear EDSP.pdf

September 3, 2026

Annel Guadalupe, MPA, PCED
Director of Economic Development
City of Fulshear
Delivered via email: aguadalupe@fulsheartexas.gov

Dear Ms. Guadalupe:

TIP Strategies, Inc. (TIP) is pleased to present this letter agreement for an updated economic development strategic plan (EDSP) for the City of Fulshear (City).

Our team is well qualified to conduct this work. In addition to completing the City's previous strategic plan, we have worked extensively in Fort Bend County and the Houston region. This experience gives our team a deep understanding of current economic and market conditions and the regional partner network. TIP has also conducted strategic planning across the state of Texas and amassed a national portfolio of 600+ engagements in 44 states and 7 countries. Representative projects include the following.

PROJECTS IN THE HOUSTON REGION

- Fort Bend County — Economic Development Strategic Plan
- Development Corporation of Richmond — Economic Development Strategic Plan
- City of Rosenberg — Economic Development Strategic Plan, Targeted Market Study
- City of Missouri City — Economic Development and Plan Creation
- City of Sugar Land — Business Park Feasibility Study
- City of Pearland — Workforce Analysis; Targeted Land Use Analysis; Economic Development Strategic Plan
- City of Katy — Strategic Plan and Target Market Study
- Pasadena Economic Development Corporation — Economic Development Strategic Plan and Plan Update
- Greater Houston Partnership — Regional Workforce Development Strategy
- Harris County, Texas — Office of Economic Equity and Opportunity; Tax Abatement Policy Review (Precinct 1)

PROJECTS ACROSS THE US

- Texas Association of Business — Statewide Economic Development Strategic Plan
- Texas Higher Education Foundation — Technology Transfer and Commercialization Plan and Best Practices
- Texas Workforce Commission — Action Plan for State Workforce System
- Greater Brownsville Economic Dev. Corp. (TX) — Economic Development Plan, Plan Update, and Implementation
- City of Dallas, TX — Strategic Plan Update and Implementation; Creation of an Economic Development Entity
- Town of Flower Mound, TX — Economic Development Strategic Plan
- Schertz Economic Development Corporation (TX) — Economic Development Strategic Plan
- Columbia Area Development Partnership (SC) — Economic Development Strategic Plan
- Las Vegas Global Economic Alliance (NV) — Comprehensive Economic Development Strategy (CEDS)
- Frederick County, MD — Economic Opportunity Strategic Action Plan
- Partnership Gwinnett (GA) — Partnership Gwinnett 5.0: Economic Development Strategy

SCOPE OF WORK

With rapid population growth and major economic investments in energy, AI, and advanced manufacturing reshaping the West Houston area just beyond the Grand Parkway, an updated EDSP will position Fulshear to proactively capture well-suited, high-value opportunities. To accomplish this update and help solidify the City's competitiveness in the region, our team proposes the following scope of work.

1. DISCOVERY

We begin by reviewing available materials, visiting with knowledgeable sources, and conducting a targeted analysis of relevant trends to create a common foundation for the planning process.

1.1 PROJECT LAUNCH. At the outset, we focus on establishing clear and effective communication, the cornerstone of a successful project. This includes delivery of the *Project Startup Guide,* with mutually agreed upon expectations for the engagement, anticipated client tasks by phase, and a detailed list of items we typically request at the outset of the project. As part of the launch, we will also facilitate a kickoff meeting that provides the opportunity to discuss objectives, define success factors, identify stakeholders and partners, formalize the outreach strategy, and review the team's expectations.

1.2 PLANNING ALIGNMENT. The team will examine the policies, relationships, and organizational priorities that will influence the planning process. The results will be expanded in subsequent phases and help shape recommendations.

- **Policies.** Reviewing background documents allows us to build on existing knowledge and to better understand current initiatives and programs that may be relevant to this work.
- **Relationships.** A scan of the partner network will help define existing relationships within the Fulshear and regional markets and identify potential partnerships.
- **Priorities.** Discussions with the appropriate staff will ensure our team has a full picture of the City's economic development initiatives, core functions, and progress since the last strategic plan.

1.3 BASELINE ANALYSIS. Our analysts will prepare a targeted assessment of data points (e.g., demographics, population, employment) that are meaningful to revisiting the EDSP. This analysis will be tailored to meet project objectives and take advantage of available data resources to consider Fulshear's current economic position within the Houston region and Fort Bend County, as well as identify broader trends (e.g., economic and population growth) that may impact the City's future economic position.

1.4 STAKEHOLDER ROUNDTABLES & INTERVIEWS. These input sessions are designed to encourage productive discussions around a targeted set of topics. They are typically conducted with major employers, elected officials, small businesses, human resources specialists, real estate professionals, local and regional economic development partners, and other experts. The goal is to gather information on opportunities, priorities, and assets, as well as stakeholder perception about the economic trajectory of the city—particularly given the area's rapid population growth. Where appropriate, these sessions will be supplemented by one-on-one interviews to solicit feedback on issues that may not surface in a collective setting.

TIP's role in stakeholder sessions would be to prepare materials and facilitate discussions. Logistics for the meetings (e.g., arranging locations, advertising sessions, providing translation services) would be the responsibility of the client.

1.5 COMPETITIVE POSITION. Findings from the Discovery phase will be used to summarize Fulshear's competitive position. In addition to considering strengths, weaknesses, opportunities, and threats (SWOT) that emerge from this work, our analysis will highlight factors that differentiate the area from the competition. The results will suggest potential opportunities and areas of strategic growth that will drive our work in subsequent phases.

2. OPPORTUNITY

Building on our Discovery phase findings and a review of best practices, we identify which opportunities are likely to have the greatest potential for success.

2.1 STRATEGIC DIRECTION. Working closely with the client, we will ensure the City's economic development vision and mission statements align with the strategic direction that emerges from the Discovery phase. In addition, we will help craft a set of guiding principles that will embody the goals and objectives of the planning process. This step will provide a framework that points to recommended actions and establishes priorities among available options.

2.2 DEVELOPMENT & GROWTH ANALYSIS. TIP will examine the extent to which Fulshear's real estate fundamentals, infrastructure, fiscal health, and development process are aligned to capture growth opportunities in the fast-expanding West Houston exurban area outside the Grand Parkway. Building on recent momentum in energy and AI infrastructure (e.g., Tesla's Brookshire megafactory and Fort Bend County solar cell factory), this task will consider market opportunities and site development needs in Fulshear using a combination of public and proprietary data (e.g., CoStar).

- **Commercial property trends.** The analysis will cover supply and demand trends to identify market opportunities for Fulshear's real estate product, including office, industrial, hotel, and retail. We will review key regional real estate market indicators, including rents, vacancies, and construction deliveries, as well as the underlying drivers of demand in the key property types.
- **Housing.** Our analysts will analyze development patterns and market trends in single and multifamily housing growth in and around Fulshear. This analysis will capture the relationship between the region's economic performance and factors such as housing mix, availability, and affordability.
- **Infrastructure.** Our team will work with the City to examine emerging public and private infrastructure needs and issues. We anticipate this information will be gathered from County and City officials and local economic development professionals. We will rely on existing resources such as capital improvement plans and other prior planning documents. Our team will consider how anticipated growth and development could affect infrastructure needs.
- **Fiscal analysis.** To better understand Fulshear's evolving tax base and fiscal position, we will analyze trends in the City's revenue and debt, with a focus on revenues generated by property and sales taxes. In addition, we will benchmark Fulshear's competitive position for revenue generation within the Houston area.
- **Development process.** Our consultants will conduct technical interviews with approximately four (4) to six (6) local planning and development officials. We will seek the client's input to identify the most appropriate officials to contact. Discussions with planning directors, zoning professionals, and commercial developers will shed light on how the regional development process is viewed and any potential barriers created by current land use patterns, infrastructure, incentives, development processes, and regulations.

2.3 INDUSTRY & WORKFORCE READINESS. TIP will revisit Fulshear's targets to understand their continued relevance in light of regional market dynamics, innovation trends (e.g., AI), and local assets. Our analysts will examine existing targets, identify emerging and high-potential sectors, and consider the alignment of the talent pipeline

with employer demand using public and proprietary data. Findings will help inform recommendations for leveraging Fulshear's strategic position outside the Grand Parkway.

- **DEMAND ANALYSIS.** To better understand the needs of current regional employers, we analyze recent job postings in the region to identify in-demand positions by occupation, industry, and job title. We then review other details, such as the intensity of postings over time and skill gaps between postings and worker profiles, and compare the regional patterns to state and national trends. This helps inform strategies and pose questions about the alignment of the talent pipeline with the current needs of employers.
- **PIPELINE ALIGNMENT.** To document existing postsecondary offerings in the region (e.g., University of Houston) and illustrate the potential supply of graduates, we will compile published data from the National Center for Education Statistics' Integrated Postsecondary Education Data System (IPEDS) on the number of awards conferred for credit in relevant fields of study. To the extent that information is available, we can also compile published data on relevant Career and Technical Education (CTE) reporting from the Texas Education Agency.
- **AI EXPOSURE ANALYSIS.** To understand the impacts of AI on the workforce, TIP applies an AI Occupational Exposure (AIOE) score adapted from researchers at Princeton and NYU (Edward Felten, Manav Raj, and Robert Seamans). The AIOE measures if the abilities associated with an occupation could be complemented or substituted by AI capabilities. Additionally, TIP benchmarks occupation compositions to the national workforce to highlight if an area has greater exposure than the national average. Findings will help prioritize existing industries and emerging sectors for targeted recruitment and investment. An example of our AI Occupational Exposure tool can be seen here.

2.4 OPPORTUNITY WORKSHOP. The culmination of this phase is a facilitated discussion of potential strategies and opportunities for consideration in the Implementation phase. The purpose of the workshop will be to build consensus on economic development priorities for Fulshear. The outcome of this task will be a set of prioritized strategies and focus areas, along with a collaborative framework for aligning available resources to accomplish them.

2.5 BEST PRACTICES. Throughout the strategic planning process, we will draw on our team's extensive network to identify and share with leadership national best practices that may be a fit for Fulshear. Based on our work in prior tasks and the priorities that emerge from the Opportunity workshop, we will select the use cases most relevant to the City's economic development efforts moving forward. Insights into selected programs or initiatives will help shape recommendations and will be integrated into the final deliverable where appropriate.

3. IMPLEMENTATION

We provide a transparent, actionable plan for achieving the identified goals and objectives.

3.1 UPDATED STRATEGIC PLAN. Using findings from prior phases, coupled with the experience of the consulting team, TIP will prepare an updated strategic plan. In addition to outlining specific goals and strategies, the plan will highlight key findings from our quantitative analyses and stakeholder input. Together with the implementation matrix (see Task 3.2), the resulting document will provide specific recommendations and tools needed to implement a long-term economic strategy that helps Fulshear capitalize on the region's economic momentum. We anticipate the plan would address a number of topics, including the following.

- Positioning Fulshear to compete in key sectors.
- Aligning the talent pipeline with the needs of current and future employers.
- Assessing infrastructure needs and priorities.

- Identifying catalyst development opportunities that align with business recruitment, retention, and expansion efforts.
- Evaluating potential collaborations, including public-private partnerships.
- Suggesting organizational frameworks for accomplishing the identified objectives.
- Pinpointing new strategies that are appropriate for today's (and tomorrow's) economic development landscape, as well as previous strategies that the City should keep, stop, or enhance.
- Prioritizing sustainable growth and quality of place (e.g., housing, retail, and other amenities) for residents and visitors.

3.2 IMPLEMENTATION MATRIX. We will also collaborate with staff to prepare an updated implementation matrix that identifies responsible parties, timelines, priorities, resourcing, and adjusted performance metrics as appropriate.

3.3 ROLLOUT PRESENTATIONS. We will prepare a PowerPoint summarizing key findings and highlighting recommendations, particularly those involving a significant change in direction. If desired, team members will also participate in rollout presentations to the Type A and Type B boards, as well as any presentations and approval processes required by City Council.

3.4 IMPLEMENTATION WORKSHOP. To build momentum for implementation, we will facilitate an Implementation workshop focused on near-term tasks (60 to 90 days). This step capitalizes on the energy that is present at the rollout and helps to jump start the process.

DELIVERABLES

In the execution of this scope, TIP will provide the following deliverables in the formats indicated in parentheses.

- *Project Startup Guide* (PDF of Word document).
- Facilitation of project meetings, such as team meetings, workshops, and rollout presentations, including electronic versions of any presentations (PowerPoint) or other materials.
- Facilitation of stakeholder input sessions, such as roundtables, interviews, and stakeholder workshops, including electronic versions of any presentations (PowerPoint) or other materials.
- Interactive data visualizations (Tableau Public) of the analyses outlined in the scope of work.
- Strategic plan (PDF of Word document) highlighting findings and recommendations, including selected graphics as applicable.
- Implementation matrix (Excel) with goals, strategies, and actions for use assigning roles and timeframes.

TIME & COST

TIP is available to begin this work immediately upon agreement of terms. Estimated time for completion is five (5) to six (6) months.

The proposed cost for conducting this work is $100,000, inclusive of expenses. This fixed pricing assumes up to four in-person trips to the region. Our standard payment terms are 20 percent of the project cost upon contract execution, with the remainder payable in set monthly installments based on the estimated length of the

engagement. The final invoice is typically held until a draft of all deliverables has been submitted. However, alternate payment terms would be considered as part of the contract negotiation.

The terms of this proposal are valid for a period of one hundred and eighty (180) calendar days. If you agree with the terms outlined above, please sign this letter below and send a copy to our office. A contract (similar to the document for the 2018 EDSP) can be executed if required, and certificates of insurance will be provided. We look forward to assisting you with this important work.

Sincerely,

Tom Stellman

Tom Stellman, Founder and CEO

TIP Strategies, Inc.
13492 N Hwy. 183, Ste 120-254
Austin, Texas 78750

I accept the proposal and terms outlined in this letter agreement.

Signature	Date
Name (printed) Organization: Address:	Title

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: IX.B
DEPARTMENT: Administration
PREPARED BY: Kelsee Lee
PRESENTER: Cliff Brouhard, PE, PTOE - Public Works Director

SUBJECT: CONSIDERATION AND POSSIBLE ACTION REGARDING A COST SHARING AGREEMENT FOR THE CONSTRUCTION OF ST27D: HUGGINS DRIVE EXTENSION (CHARGER WAY CONNECTION)

Expenditure Required: $1.3 million
Amount Budgeted: $1.3 million
Funding Account: 300-000-5803-11
Additional Appropriation Required:

EXECUTIVE SUMMARY

The City of Fulshear is advancing the Huggins Road Extension Project as part of a strategic priority to improve roadway connectivity and accommodate transportation needs in the area. As part of this effort, the City has coordinated with adjacent property owners to establish a cost-sharing arrangement for the proposed roadway improvements. The proposed agreement establishes the financial and administrative responsibilities of the City and the participating property owners, identified in the agreement as Maxim Production Co., Inc., Mike Roller, and Perry Stevenson (collectively referred to as the "Developer").

Under the proposed agreement, the Developer will provide engineering plans and specifications for the roadway improvements to the City. The City will be responsible for procuring construction services, administering the construction contract, and overseeing completion of the improvements.

The agreement establishes the following cost-sharing structure:

- **City Contribution:** $1,300,000
- **Developer Contribution:** Additional project costs up to $250,000
- **Cost Overruns:** Any project costs exceeding $1,550,000 will be shared between the City and Developer.

The Developer will have the opportunity to review and approve the selected construction bid before the City accepts it. If the Developer does not approve the bid, the parties may agree to rebid the project; otherwise, the agreement will terminate.Following construction, the City will assume responsibility for the ongoing operation and maintenance of the roadway improvements.

The agreement also provides that construction must commence within one year of the agreement's effective date. If construction has not commenced within that period, the agreement will automatically terminate.

RECOMMENDATION

Staff recommends approval of the cost sharing agreement.

ATTACHMENTS:

Cost Sharing Agreement for Huggins

COST SHARING AGREEMENT FOR ROADWAY IMPROVEMENTS

This Cost Sharing Agreement for Roadway Improvements (the "Agreement") is made and entered into as of _____,2026, (the "Effective Date") by and between the City of Fulshear, Texas, a Texas Municipal Corporation (the "City"), and Maxim Production Co., Inc., Mike Roller, and Perry Stevenson, or their heirs or assigns (the "Developer") (collectively referred to as the "Parties"). For consideration of the mutual agreements, covenant, and conditions contained herein, and other good and valuable consideration, the Parties agree as follows:

Article I - **PURPOSE**

1.01 Purpose of Agreement. This Agreement sets forth the terms upon which the Parties shall make, facilitate, or partially pay for certain roadway and civil improvements, generally described as the Huggins Road Extension project (the "Improvements") as further described herein.

Article II - **RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.01 Description of the Improvements. The general location and scope of the Improvements are more particularly described on Exhibit A, attached hereto and incotporated herein by reference.

2.02 Responsibility of Parties. The Developer shall provide to the City engineering plans and specifications for the Improvements, prepared by a professional engineer licensed in the state of Texas. The City shall not be required to pay for such plans or specifications for the Improvements. The City shall provide for construction administration services, as necessary and in the City's sole discretion, during construction of the Improvements. The City shall procure and provide all materials and labor necessary to construct the Improvements in accordance with the plans and specifications, as may be amended or supplemented. However, the Developer shall have the right to review and approve the final chosen bid prior to acceptance by the City. If Developer does not approve the bid, the parties can agree to rebid the Project, otherwise this Agreement will automatically terrminate.

2.03 Term; Cost-Sharing.

2.03.1 The term of this Agreement shall be until the earlier of (i) the termination by the agreement of the Parties, or (ii) the satisfaction of all obligations by the Parties hereunder. In the event the City has not commenced construction of the Improvements prior to one year from the Effective Date, then this Agreement shall terminate of its own accord, and the Developer shall have no further obligation to cost-share for construction of the Improvements.

2.03.2 The cost of the Improvements shall be shared between the City and the Developer, which are estimated to be $1,400,000 in the aggregate, including all costs. The City shall pay $1,300,000 as its share for the cost of the Improvements (the "City's Share"). The Developer shall pay all additional amounts not to exceed $250,000 as its share for the cost of the Improvements (the "Developer's Share"). The Developer shall submit its share of the cost of the Improvements to the City, and the City will pay the contractor or other consultants as necessary. In the event the cost of the Improvements exceeds $1,550,000, then the Parties shall split any excess amounts pro rata with 50% to be paid by the City and 50% to be paid by the Developer ("Pro Rata Share").

2.03.3 Following completion of the construction of the Improvements, the City shall be responsible for all ongoing costs of operation and maintenance of the Improvements.

2.04 Payment of Construction Costs. Upon issuance of the Construction Documents of the plans and specifications for the Improvements, the City shall procure and enter into a contract with a qualified contractor to construct the Improvements. Upon receipt of invoices from the contractor relating to the construction of the Improvements, including pay applications and change orders, the City shall submit payment to the contractor. After the City has paid the City's Share, upon receipt of additional invoices from the contractor, the City will provide notice to the Developer to request payment for the Developer's Share. The Developer agrees to pay the City within 15 days from the receipt of notice. If the amounts exceed the Developer's Share, then the City will provide notice to the Developer of its Pro Rata Share for payment in accordance with the terms herein.

2.05 No Waiver of Governmental Immunity. NOTHING IN THIS AGREEMENT IS INTENDED TO OR SHALL HAVE THE EFFECT OF ADDING TO, CHANGING, OR REDUCING THE LIABILI1Y LIMITS AND IMMUNITIES FOR A GOVERNMENTAL ENTI1Y PROVIDED BY THE TEXAS TORT CLAIMS ACT, TEXAS CML PRACTICE AND REMEDIES CODE CHAPTER 101, LOCAL GOVERNMENT CODE CHAP1ER 271, OR OTHER APPLICABLE LAW. WITHOUT LIMITING THE FOREGOING, (I) THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT IS NOT INTENDED TO BE A CONTRACT FOR GOODS OR SERVICES, BUT INSTEAD IS STRICTLY INTENDED TO BE A COST-SHARING AGREEMENT TO DETERMINE THE OVERSIGHT AND PAYMENT FOR THE IMPROVEMENTS, (II) DEVELOPER HEREBY AGREES THAT, WITH RESPECT TO THIS AGREEMENT AND THE TRANSACTION(S) CONTEMPLATED HEREBY, THAT THE CI1Y SHALL BE ENTITLED TO THE FORM OF GOVERNMENTAL IMMUNI1Y AVAILABLE TO A GOVERNMENTAL ENTI1Y UNDER THE TEXAS TORT CLAIMS ACT (fEXAS CML PRACTICE AND REMEDIES CODE CHAPTER 101), LOCAL GOVERNMENT CODE CHAPTER 271, OR OTHER APPLICABLE LAW, AND (III) AGREES NOT TO OBJECT TO OR DISPUTE ANY CLAIM OR ASSERTION BY THE CITY THAT THEY ARE ENTITLED TO GOVERNMENTAL I\1MUNI1Y WITH RESPECT TO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY.

Article III -ADDITIONAL TERMS AND CONDITIONS

3.01 Governing Law. This Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws principles.

3.02 Venue. Exclusive venue for any actions arising from or related to this Agreement shall be in the state District Court of competent jurisdiction in Fort Bend County, Texas.

3.03 No Third-Party Beneficiaries. This Agreement is not intended and does not create rights or remedies in favor of third parties.

3.04 Complete Agreement. This Agreement is the sole agreement between the Parties concerning the subject matter hereof, and supersedes any and all prior understandings, agreements,

representations, or undertakings, whether written or oral, between the Parties concerning this subject matter. This Agreement may be amended or modified only in writing duly executed by both Parties. No official, employee, agent, or representative of either Party has the authority to amend or modify this Agreement without official approval of that Party's governing body.

3.05 Non-waiver. The failure by any Party to exercise any right under this Agreement under certain circumstances does not imply a waiver of such right under like circumstances later occurring.

3.06 Notice. Any notice required to be given under this Agreement by one Party to the other must be in writing, and is deemed to have been given immediately if delivered in person, or within three business days after the mailing of the notice if placed in the United States Mail, by registered or certified mail with return receipt requested, and addressed to the person below at the address specified below:

The City: _____

_____

_____

Developer: _____

_____

_____

3.07 Severability. If any part of this Agreement is held unenforceable by a court of competent jurisdiction and authority, the remainder of the Agreement shall be construed as if that portion held unenforceable were not part of the Agreement, and effect shall be given to the remainder of the Agreement.

3.08 **Binding.** The Parties are entering into this Agreement in reliance on the enforceability, which shall be binding on and inure to the benefit of the Parties and their respective successors and assigns.

3.09 Force Majure. No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under this Agreement, for failure or delay in fulfilling or performing any tenn of this Agreement, when and to the extent such failure or delay is caused by or results &om acts beyond the affected party's reasonable control, including without limitation: acts of God; flood, fire, or explosion; war, invasion, riot or other civil unrest; national or regional emergency; or pandemics or epidemics (each of the foregoing, a "Force Majeure Event"). A Party whose performance is affected by a Force Majeure Event shall give notice to the other Party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event. Notwithstanding the foregoing, neither Party's obligations shall be extended beyond sixty (60) days in the aggregate for any Force Majeure Event, except on the agreement of both Parties.

3.10 Funding-Out Clause. The Parties understand and acknowledge that the funding of this Agreement is contained in the City's annual budget and is subject to the approval of the City in each fiscal year. The Parties further agree that should the governing body of the City fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of the City fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to the City and the City shall then have no further obligation. In such event, the City will provide the Developer notice of termination under this provision, and the Developer's sole and exclusive remedy shall be to terminate this Agreement.

IN WITNESS WHEREOF, the City and the Developer have signed this Agreement.

THECI'IY:	THE DEVELOPER:
By: _____	By: _____
(individuafs signat11re)	*(individual's signat11re)*
Date: _____	Date: _____
(dale signed)	*(date signed)*
Name: _____	Name: _____
(typed or printed)	*{typed or printed)*
Title: _____	Title: _____
(r,ped or printed)	*{r,ped orprinted)*
	*(If **[Type of Entity]** is a corporation, a partnership, or a joint 11enll1re, attach evidence □{a11thority to siJ!,n,)*
Attest: _____	Attest: _____
(individ11a/'s signat11re)	*(individuafs signat11re)*
Title: _____	Title: _____
(typed orprinted)	*(typed or printed)*

EXHIBIT A

Description of the Improvements

The Huggins Drive Extension consists of approximately 1,050 feet of two lane concrete roadway extending from the current eastern most Huggins Drive terminus at Katy-Fulshear to Charger Way. This project will include left turn bays at each end of the project and associated sidewalk, striping, sanitary sewer, and drainage.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Planning
PRESENTER: Joshua Brothers

ITEMS: IX.C
PREPARED BY: Josh Brothers

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1540, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS, AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FULSHEAR, TEXAS ZONING CODE, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 91.1 ACRES OF LAND OUT THE 0076 JNO RANDON AND 00259 C FULSHEAR IN FORT BEND COUNTY, TEXAS AS WATERS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING AN EFFECTIVE DATE

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

The proposed rezoning of certain tracts of land into what has been coined the "Waters PUD" was first presented to the City Council during the 20 January 2026 regular City Council meeting and was then brought back to City Council on 16 June 2026, at which time City Council moved to postpone the item until a traffic study was conducted along FM 1093. To best understand the City's options, obligations, and commitments, it is necessary to understand the timeline of the development agreements, the annexations, and the zonings of all property included in the proposed Waters PUD. The following is a summation of the history for both "Pulte/Lou Waters" properties and the "Polo Ranch/Lou Waters" properties:

Polo Ranch, MUD 174, Lou Waters

- Development agreement approved on January 5th, 2016.
- An approximate 270 acres, including Tract C (32-acres along FM 1093), were annexed into the city limits on February 11th, 2016. Ordinance No. 2016-1207.
- Property was never officially zoned. It remains unzoned today.

Del Webb, MUD 245, Lou Waters

- Development agreement approved on January 5th, 2016.
- Development agreement was amended on July 16, 2019.

1. Contemplated multi-family/commercial on Tracts B, D, E, and F

- Development agreement amended a 2nd time on January 19th, 2021.

2. Contemplated commercial only on Tract B in general plan

- An approximate 280 acres, including Tracts A (Pulte), B (Del Webb commercial), and D (crescent shaped property west of Bessie's Creek) were annexed on August 3rd, 2021. Ordinance No. 2021-1350.
- This same acreage, including Tracts A, B, and D, were zoned into the Semi-Urban Residential District on June 21st, 2022. Ordinance No. 2022-1375.
- On July 18, 2023, a major zoning map amendment was approved that rezoned Tract B from the Semi-Urban

Residential District into the General Commercial District. Ordinance No. 2023-1428.

Planning and Zoning Meeting 06.05.26

(Summary copied from the 06.16.26 executive summary in the City Council meeting packet)

The Planning and Zoning Commission met on June 5th, 2026, to discuss the proposed Waters PUD. After public comments, presentations, and deliberations, P&Z made the recommendation to approve the PUD with the following conditions:

1. 1. Reduce the multi-family from 4-stories to 3-stories on tract 1

There is a mixture of height amongst the multi-family buildings with the 4-story buildings facing internally rather than externally into Polo Ranch. This request from the applicant was the driving force behind the enlarged buffer including the preservation of the existing mature trees between the multi-family and the adjacent single-family residents. The applicant is seeking to leave the mixture of 3- and 4-story buildings as shown in the PUD document. At minimum we can have clarifying language that stipulates that the multi-family on tract 1 have no balconies facing North towards Polo Ranch.

2. 2. Increase the 20-foot buffer between the most Western commercial development on the 32-acres and Polo Ranch to 30 feet. The 20 foot buffer is larger than currently required by code and the small number of residential houses behind that area are well separated and also sit higher than the Tract 1 land
3. 3. Fix some minor formatting and wording in the tables within the PUD document
4. 4. Add clarifying language as it relates to developable land for the percentage of commercial use versus multi-family use
5. 5. The commercial uses that are listed in the PUD need to match the use type as defined in the Coordinated Development Ordinance. Conditional uses listed in the PUD would be allowed but continue to be subject to the conditions listed in the CDO
6. 6. Remove language regarding single-family homes as the PUD tracts will not contain the use
7. 7. Codify the phasing of the development of the 32-acres. 1st phase – detention, 2nd phase – C-store/gas station, 3rd phase – multi-family, and 4th phase – remaining commercial
8. 8. Add landscaping requirements of 1 canopy tree and 4 shrubs in all landscaped islands or include language that explicitly states that the PUD will adhere to the landscaping requirements within the Downtown District
9. 9. Place an expiration date on the PUD should no work commence by a certain date

Since the 06.16.26 City Council meeting, the applicant has completed an updated TIA and is still seeking to amend the utility agreement to shift service units across several properties.

City Staff have determined and believe that the amendments to the Polo Ranch/Lou Waters development agreement were executed after the entire property was annexed into the city limits (2016), creating a contract zoning issue. Therefore, it is the city's opinion that the property is unzoned and not bound to any of the amendments, thus the City is not obligated to grant a zoning that would allow multi-family use. Because the property is unzoned, the developer/landowner can develop the property in accordance with the original development agreement, which stipulates the use shall be single-family residential.

Furthermore, the 2 tracts of land on either side of Lifestyle Blvd. and fronting FM 359 were zoned into the Semi-Urban Residential District and later rezoned into the General Commercial District in accordance with the 2nd amendment to the Pulte/Lou Waters development agreement. Therefore, the City's legal opinion is that the city

is not obligated to allow multi-family on those properties.

RECOMMENDATION

The Planning and Zoning Commission made the recommendation that the City Council approve the Waters PUD with the conditions listed in the executive summary. However, since the 06.06.26 Planning and Zoning meeting, the City's legal counsel has completed additional analysis of the documents related to the properties within the proposed Water's PUD and have determined that the City is not obligated to allow apartments on the two tracts on either side of Lifestyle Blvd. and FM 359 and the 32-acre tract along FM 1093. City staff recommend that the City Council postpone Ordinance No. 2026-1540 as it is presented until the regular scheduled meeting in November of this year.

ATTACHMENTS:

Zoning Change Application - Waters PUD 5-18-2026.pdf
ORDINANCE NO. 2026-1540 Waters PUD.pdf

City of Fulshear

6611 W. Cross Creek Bend Ln. | PO BOX 279
Fulshear, Texas 77441
Phone: 281-346-8860 | Fax: 281-346-2556 | www.FulshearTexas.gov

APPLICATION TO AMEND THE ZONING ORDINANCE OR SITE PLAN

Property Owner: Louis A. Waters, et al.
Mailing Address: 5909 West Loop S., Suite 200 City: Bellaire State: TX Zip: 77401
Telephone (713) 629-9172 Cell: (____)_____ Email: _____

Applicant/Agent: _____
Mailing Address: _____ City: _____ State: _____ Zip: _____
Telephone (_____)_____ Cell: (____)_____ Email: _____
Secondary Contact: Name: _____ Phone: _____

Purpose of Proposal:
Amend the zoning map to change the zoning district boundaries on the following parcels (Lot/Tract no.):

From: See PUD To: _____ From: _____ To: _____

Location address or legal lot and blockage range: See PUD

Present us of this property: Undeveloped

Describe proposed new use and purpose for zoning change:
Modify zoning at city's request

Property Description: Total net land area: See PUD (acres or square feet)

Sketch Drawing of area to be re-zoned, including location map (8 ½" x 11")

There is a fee of $600.00 + $15.00 per acre made payable to the City of Fulshear in the form of a check or a credit card (3% fee).

Certified Legal Description:
NOT PLATTED: A Registered Texas Surveyor's certified metes and bounds legal description is required with case exhibit drawings of the entire area to be rezoned. The boundary description shall be furnished on 8 1/2" x 11" paper, bearing the surveyor's name, seal and date. If the area to be rezoned is entirely encompassed by a recorded deed, a copy of the deed description is acceptable. An Electronic copy of survey may be provided by CD, email or other method within 2 days of application. Send to bdsreq@fulsheartexas.gov.
PLATTED: If it is within a recorded subdivision, provide a copy of the plat with the subdivision name and recording information. Any partial or non-surveyed parcel or tract, extracted from a recorded deed, will require a certified legal description as noted above.

Subdivision Name: _____

Block: _____ Lot(s): _____; Block: _____ Lot(s): _____; Block: _____ Lot(s): _____

Posting Requirements:
Notice of required Public Hearings shall be provided by the **applicant** by way of a sign posted on the land that is the subject of the application. One sign shall be posted for each 200 feet of frontage along a public street, with a maximum of 2 signs required per frontage. Signs shall be located so that the lettering is visible from the street. Where the land does not have frontage on a public street, signs shall be posted on the nearest public street with an attached notation indicating the location of the land subject to the application. The sign shall state "The property has requested a Zoning Change, for information regarding this request contact the City of Fulshear at 6611 W. Cross Creek Bend Lane, Fulshear, Texas 77441, 281-346-1796. Two Public Hearings will be held for this request." Include time(s), date(s) and location(s) of the Public Hearing.

ACKNOWLEDGEMENTS:

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now, or will be, fully prepared to present the above proposal before the Zoning Commission and City Council public hearings. I further certify that I have read and understand the information provided, concerning the policies and procedures regarding consideration of my zoning request.
I understand that all recommendations of the Zoning Commission will be forwarded to the City Council for final determination, normally scheduled for the third Tuesday of the month. I further understand that any actions of the Zoning Commission are considered recommendations to the City Council and that I may be heard ***by the City Council*** *at the prescribed Council hearing date where a final decision will be made.*
I further understand that if I am not present nor duly represented at the Commission's public hearing, the Zoning Commission may dismiss my request, which constitutes a recommendation that the request be denied. I further understand that if I am not present, or duly represented, at the City Council public hearing, the City Council may deny my request.
I reserve the right to ***withdraw*** *this proposal at any time, upon written request filed with the City Secretary. Such withdrawal shall immediately stop all proceedings thereon; provided, however, case withdrawal, shall constitute a denial by the Commission and City Council. I understand my filing fee is not refundable upon withdrawal of my case application after public notice, nor following denial by the Commission or Council of my case. I / We respectfully request approval and adoption of the proposed zoning / land use of property, within the City of Fulshear, as identified in this application.*

Signature of Owner/ Agent* _____ Date May 18, 2026
(circle one) _____
Printed name Louis A. Waters Phone. No. 713-629-9172
*Note: An Agent must furnish a **signed Letter of Authorization from the owner** when submitting this application.

LETTER OF AUTHORIZATION FOR ZONING CASE REPRESENTATION

AUTHORITY IS HEREBY GRANTED TO: _____

ACTING ON MY BEHALF AS THE OWNER OF THIS PROPERTY AS INDICATED AT THE APPRAISAL DISTRICT, TO FILE AND PRESENT AN APPLICATION TO THE CITY OF FULSHEAR, TEXAS, TO REQUEST A CHANGE IN ZONING CLASSIFICATION FOR THE FOLLOWING PROPERTY:

(CERTIFIED LEGAL DESCRIPTION)

_____

ACKNOWLEDGEMENTS:

I certify that the above information is correct and complete to the best of my knowledge and ability and that I am now, or will be, fully prepared to present the above proposal before the Zoning Commission and City Council public hearings. I further certify that I have read and understand the information provided, concerning the policies and procedures regarding consideration of my zoning request.
I understand that all recommendations of the Zoning Commission will be forwarded to the City Council for final determination, normally scheduled for the third Tuesday of the month. I further understand that any actions of the Zoning Commission are considered recommendations to the City Council and that I may be heard ***by the City Council*** *at the prescribed Council hearing date where a final decision will be made.*
I further understand that if I am not present nor duly represented at the Commission's public hearing, the Zoning Commission may dismiss my request, which constitutes a recommendation that the request be denied. I further understand that if I am not present, or duly represented, at the City Council public hearing, the City Council may deny my request.
I reserve the right to ***withdraw*** *this proposal at any time, upon written request filed with the City Secretary. Such withdrawal shall immediately stop all proceedings thereon; provided, however, case withdrawal, shall constitute a denial by the Commission and City Council. I understand my filing fee is not refundable upon withdrawal of my case application after public notice, nor following denial by the Commission or Council of my case. I / We respectfully request approval and adoption of the proposed zoning / land use of property, within the City of Fulshear, as identified in this application.*

THIS AUTHORIZATION WILL REMAIN IN FORCE UNLESS REVOKED BY WRITTEN NOTICE.

OWNER'S SIGNATURE of the above described property: _____

OWNER'S NAME (printed) _____

ADDRESS: _____

TELEPHONE:_____EMAIL: _____

ZONING CHANGE APPLICATION CHECKLIST

Applicant must complete and submit this checklist when filing an application.

ZONING CHANGE APPLICATION DATA:

____ Applicant Name, Address, City, State, Zip Code, Area Code, Telephone Number

____ Confirmed Ownership (Sources: Appraisal district records; recently recorded deed, etc.)

____ Nature of request complete and understood

Applicable Property Description:

____ Address: Number & Street

____ Subdivision: Name_____Block(s)____Lot(s) -Provide copy of plat-

____ Survey: Name_____Abstract No._____Tract(s)

____ Certified Metes & Bounds Legal Description

____ If there is more than one rezoning category, a legal description / metes and bounds must describe each requested zoning district.

____ Total land area to be rezoned

____ Development information completed

____ Existing land use-identified

____ Proposed new land use – identified

____ Reason supporting proposed change - completed

____ Signatures of owner and /or applicant

____ Signed Letter of Authorization -if applicable

____ Zoning Change Fee made out to the City of Fulshear $600.00 plus $15.00 per acre

ORDINANCE NO. 2026-1540

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF FULSHEAR, TEXAS, ADOPTED IN THE CITY OF FULSHEAR, TEXAS ZONING CODE, AND MAKING THIS AMENDMENT A PART OF THE SAID OFFICIAL ZONING MAP, TO WIT: TO REZONE 91.1 ACRES OF LAND OUT OF THE 0076 JNO RANDON AND 0029 C FULSHEAR, IN FORT BEND COUNTY, TEXAS, AS WATERS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * * * *

WHEREAS, the City of Fulshear, Texas, has recently received an application to rezone 91.1 acres of land of the JNO Randon and 0029 C Fulshear in Fulshear Fort Bend County, Texas, being more fully described in Exhibit "A" (the "Property") attached hereto and incorporated herein; and

WHEREAS, the Planning and Zoning Commission held a public hearing concerning the rezoning of the Property on the 5th day of June, 2026, following lawful publication of the notice of said public hearing; and

WHEREAS, after considering the public testimony received at such hearing, the Planning and Zoning Commission has recommended that the Official Zoning Map be amended so that the Property in Exhibit "A" be rezoned as Waters Planned Unit Development (PUD); and

WHEREAS, on the 16th day of June, 2026, after proper notification, the City Council held a public hearing on the proposed rezoning; and

WHEREAS, the City Council determines that the zoning provided fore herein promotes the health, safety, morals, and protects and preserves the general welfare of the community; and

WHEREAS, each and every requirement set forth in Chapter 211, Subchapter A, Texas Local Government Code, Section 1-227 and 1-278, City of Fulshear Zoning Code, concerning public notices, hearings, and other procedural matters has been fully complied with.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. All of the facts and recitations found in the preamble of this Ordinance are hereby found to be true and correct and incorporated herein for all purposes.

Section 2. That the City Council has hereby determined the Waters Planned Unit Development (PUD) meets the following goals and objectives:

(1) The development in Waters PUD is equal to or superior to development that would occur under the standard ordinance requirements.

(2) Waters PUD is in harmony with the general purposes, goals, objectives and standards of the General Plan

(3) Waters PUD does not have an undue adverse effect upon adjacent property, the character of the neighborhood, traffic conditions, parking, utilities or any other matters affecting the public health, safety and general welfare.

(4) Waters PUD will be adequately provisioned by essential public facilities and services including streets, parking, drainage, water, wastewater facilities, and other necessary utilities.

(5) Waters PUD will be constructed, arranged and maintained so as not to dominate, by scale and massing of structures, the immediate neighboring properties or interfere with their development or use in accordance with any existing zoning district.

Section 3. The Official Zoning Map of the City of Fulshear, Texas, is hereby amended so that the zoning classification of the property described in Exhibit "A" attached hereto and incorporated herein shall be, and is hereafter designated as, Waters PUD.

Section 4. *Severability*. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. *Repeal.* All ordinances or parts of ordinances in force when the provisions of the Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 6. *Effective Date.* This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, AND ADOPTED this the 16th day of June, 2026.

_____

Don McCoy, Mayor

City of Fulshear

ATTEST:

_____

Mariela Rodriguez, City Secretary

Waters

Planned Unit Development

District

DRAFT

Prepared for:

L.A. Waters, Fulshear Investments, Inc., Mason Equest Investments, Inc., and Allied Trust

Prepared by:

LJA PLANNING & LANDSCAPE ARCHITECTURE

May 2026

Contents

I. INTRODUCTION 2

II. SITE INVENTORY ANALYSIS 2
1. Physical Opportunities and Constraints 2
2. Surrounding Land Use 2

III. PROJECT DESCRIPTION 2
1. Compliance with Comprehensive Plan 2
2. Justification 3
3. Commercial 3
4. Parks and Open Space 3

IV. ZONING 3
1. Proposed Zoning 3
2. Composition of Land Use Table 4

V. DEVELOPMENT REGULATIONS 5
1. Architectural Standards 5
2. Commercial 9
3. Multi-Family 10
4. Parking 11
5. Buffer Yards 12
6. Tree Protection 12
7. Landscaping 12
8. Signage 15
9. Parks and Trails 15

VI. VARIANCES 16

VII. DEFINITIONS 16

EXHIBITS

Exhibit A – Area Location Map
Exhibit B – Aerial Map
Exhibit C – Survey
Exhibit D – Legal Description
Exhibit E.1 – Conceptual Development Plan for Tracts 1 and 2
Exhibit E.2 – Conceptual Development Plan for Tracts 3, 4, and 5
Exhibit F – Conceptual Architectural Standards
Exhibit G – Signage Location Exhibit

DRAFT

I. INTRODUCTION

This Waters Planned Unit Development (PUD) was prepared on behalf of Lou Waters, Fulshear Investments, Inc., Mason Equest Investments, Inc., and Allied Trust (herein collectively called the "Owners") pursuant to Article II, Division II-2, Section 28-2-3-c, Planned unit developments (PUDs), in the Fulshear Coordinated Development Code (CDO). The purpose of the PUD is to encourage flexibility in the use and development of land in order to promote the most appropriate uses and to provide flexibility in the development of land subject to the development standards coordinated with the necessary public services and facilities.

The Waters PUD will consist of five (5) separate tracts, which are shown in Exhibit A, Area Location Map. Their accumulated acreage is approximately ±111.5 acres and generally located in the western portion of Fulshear. Tracts 1 and 2 are generally located north of FM 1093 and south of the Polo Ranch Subdivision. Tracts 3, 4, and 5, are generally located north of the Polo Ranch Subdivision and are located along FM 359 South, by the Lifestyle Boulevard intersection.

The current owners of the property will retain this Waters PUD and develop it as a regional commercial center with a mix of multi-family and commercial uses to serve the greater Fulshear area. The Waters PUD zoning designation and all conditions, regulations, restrictions, and requirements assigned thereto shall run with the land and shall be binding upon the property, regardless of ownership. Such zoning and associated regulations shall automatically transfer and remain in full force and effect upon any conveyance, sale, devise, inheritance, assignment, or other transfer of the property, in whole or in part, to any successor, heir, assign, or purchaser of the land.

II. SITE INVENTORY ANALYSIS

1. Physical Opportunities and Constraints

With the Waters PUD consisting of five (5) separate tracts, each tract will contain its own physical opportunities and constraints. All five (5) tracts contain frontage along a major roadway. Tracts 1 and 2 have frontage along FM 1093 and are separated by Bessie's Creek. Tracts 3, 4, and 5 have frontage along FM 359 South.

2. Surrounding Land Use

There are several single-family residential developments near the PUD: Polo Ranch and Del Webb Fulshear, which separate Tracts 1 and 2 from Tracts 3, 4, and 5, and Pecan Ridge, which is west of the tracts. Additionally, there are existing single-family estate developments located to the north and to the south of the proposed PUD. The surrounding land uses are shown on Exhibit A, Area Location Map.

III. PROJECT DESCRIPTION

1. Compliance with Comprehensive Plan

In Fulshear's Comprehensive Plan, which was adopted in 2021, the Future Land Use Plan classifies the tracts within the Waters PUD as "Corridor Mixed Use" (Tract 2) and "Suburban Commercial" (Tracts 1, 3, 4, and 5). The development outlined in this PUD complies with the Fulshear Comprehensive Plan by adhering to the development principles outlined in the plan. The development is primarily commercial and/or multi-family will serve as a regional commercial center for the community and the surrounding region. A well-defined network of vehicular and pedestrian circulation systems will provide connectivity, not only to the development itself, but to incoming development surrounding the project.

DRAFT

2. Justification

The intent of the PUD is to encourage high-quality development in the City by providing additional flexibility to take advantage of various site characteristics, constraints, locations, or land uses. This document establishes various development standards that shall be consistent with or may exceed the minimum requirements for properties specifically located within the boundaries of the Waters PUD.

The PUD will meet or exceed the minimum requirements of the CDO through specific architectural design and engineering standards such as:

- Providing a PUD document that can respond to today's market conditions and maintain the flexibility necessary to address changes in the future;
- Providing additional housing options attractive to the workforce and to support commercial development; and
- Providing flexibility for both general commercial and commercial mixed-use.

3. Commercial

The PUD has a total of five (5) commercial mixed-use sites. Tract 1 will be mixed-use with a multi-family component, Tracts 2 and 5 will have the option to be entirely multi-family, whereas Tracts 3 and 4 will focus primarily on mixed-use development without any sort of residential component. The commercial developments are anticipated to largely consist of retail, office, and/or mixed-use spaces. The intent behind the commercial mixed-use development is to create a commercial destination for current and future residents of the area to enjoy retail, dining, and shopping options not currently provided in this area.

4. Parks and Open Space

Private parks and common open space would be built within such a site to serve its residents and would be maintained by the relative responsible party. Any addition of public parks will result in a corresponding decrease in commercial acreage. For Tracts 1, 2, and 5, where multi-family uses are permitted, all on-site open spaces within any multi-family portion shall be privately maintained by the multi-family development. For all Tracts, where commercial and mixed-use sites are located, the maintenance responsibilities for parks and open space areas be assigned to a Property Owners Association (POA) or other designated maintenance entity and shall not be the responsibility of the multi-family developments.

IV. ZONING

1. Proposed Zoning

The property shall be developed and used in accordance with the development regulations as established by the Fulshear Coordinated Development Ordinance, except as supplemented or modified by this PUD document.

To implement the Conceptual Land Use Plans, Exhibits E.1 and E.2, each of the proposed land uses will be assigned a zoning district as shown on the Composition of Land Use Tables in this section. The various land uses will follow the development requirements for their assigned zoning district as described in Article II, Division II-2, Zoning in the CDO, unless otherwise noted in this PUD. Notwithstanding the foregoing, no amendment to the CDO shall impact the PUD's vested rights as described in Chapter 245 of the Texas Local Government Code. When there is a conflict between the requirements in the CDO and this PUD Document, this PUD Document will govern. Interpretation as to what constitutes a conflict shall be made by the Planning Director or City designee.

DRAFT

Each land use category may be increased or decreased in acreage by up to five percent (5%) of the total gross acreage of that land use category. Percentage of land use area change is required to ensure the success of the development by maintaining the flexibility to modify land use sizes in response to changes in economic and market conditions and future modifications of roadway and drainage alignments. This will allow the development to remain competitive in the real estate market over the life of the development and the ability to adjust as necessary to accommodate specific end users in a timely manner.

The land uses may be relocated within the boundaries of each Tract established by the PUD, provided there are no significant changes in geographic location. When the Master Plan is revised with substantial changes, the exhibits included in this PUD shall be updated to reflect those changes. The Composition of Land Use Table below provides a detailed tabulation of each land use within the development. All acreages shown below are subject to change as development occurs within the boundaries of the PUD and as allowed by this PUD.

2. Composition of Land Use Table By Tract

Table 2.1 – Tract 1 Land Use Composition

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Contraints Land Uses			
Detention	DD[1,2]	±4.9	±15.4%
Commercial Land Uses			
Commercial Mixed-Use (MF Permitted)	DD[1,2]	±26.9	±84.6%
Total		**±31.8**	**100.0%**

Table 2.2 – Tract 2 Land Use Composition

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Constraints Land Uses			
Detention and Drainage	DD[1,2]	±9.8	±46.2%
Commercial Land Uses			
Commercial Mixed-Use (MF Permitted)	DD[1,2]	±11.4	±53.8%
Total		**±21.2**	**100.0%**

Table 2.3 – Tract 3 Land Use Composition

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Commercial Land Uses			
Commercial Mixed-Use (MF Not Permitted)	GC[1]	±11.0	
Total		**±11.0**	**100.0%**

Table 2.4 – Tract 4 Land Use Composition

Land Use	Zoning District	Approximate Acreage	% Gross Acreage
Commercial Land Uses			
Commercial Mixed-Use (MF Not Permitted)	GC[1]	±14.2	
Total		**±14.2**	**100.0%**

DRAFT

Table 2.5 – Tract 5 Land Use Composition			
Land Use	**Zoning District**	**Approximate Acreage**	**% Gross Acreage**
Commercial Land Uses			
Commercial Mixed-Use (MF Permitted)	DD[1,2]	±12.9	
Total		**±12.9**	**100.0%**

Notes applicable to Tables 2.1, 2.2, 2.3, 2.4, and 2.5 above:
[1] In addition to the permitted, conditional, and specific uses identified in Tables 28-2-13-2 and 28-2-14-2 of the Fulshear CDO, the following uses shall be permitted within all Tracts:
- Assisted Living Facilities
- Convenience Stores and Gas Station Service
- Grocery/Retail
- Health and Fitness Club
- Hotels, Full-Service

[2] In addition to the permitted, conditional, and specific uses identified in Table 28-2-13-2 of the Fulshear CDO, and those listed in Note 1, the following use shall be permitted only within Tracts 1, 2, and 5:
- Multi-Family Apartments and Townhomes, with the development regulations stipulated in V.3 of this PUD

V. DEVELOPMENT REGULATIONS

1. Architectural Standards

Any commercial or multi-family development constructed as part of this PUD shall meet the architectural standards outlined in this chapter to help protect the integrity of the commercial development. Exhibit F, Conceptual Architectural Standards, contains images and figures that should be referenced as part of this chapter. All non-residential and multi-family structures architecturally should comply with Section 28-3-6 of the City of Fulshear Code including roof modulation, wall articulation and fenestration standards. Architecture that meets the examples found in Exhibit F shall be considered acceptable, so long as they are still in compliance with Section 28-3-6. This section shall adhere to state law and shall not dictate specific building materials, but rather lead design choices that contribute to a shared architectural vernacular consistent throughout the Fulshear community.

A. Non-Residential Development
   i. *Generally*. The standards within this section apply to all multi-family and non-residential buildings within Tracts 1, 2, 3, 4, and 5.
   ii. In order to foster a coherent and enduring character within the community, the City will require that new development adhere to a generally defined architectural style as demonstrated visually in Exhibit F, Conceptual Architectural Standards.
   iii. *Blended Styles*. To incorporate architectural variety and visual interest, developers are encouraged to blend architectural elements from the styles above so long as the resulting design demonstrates a cohesive and context-sensitive composition that enhances the character of the surrounding area.
   iv. *Building Requirements*
      a. Building Form
         1. Retail and mixed-use buildings must provide for pedestrian-scale and orientation, as follows:

DRAFT

a) Buildings must utilize elements such as massing, windows, materials, and articulated roof forms to create a visually distinct building base, middle, and top (See Figure 1, horizontal articulation).
b) Each building must include functional and identifiable public entrance(s) along the street frontage. The entrance must be emphasized by incorporating changes in mass, surface, or finish.
c) Buildings located on corners of streets and public spaces must include special building features, such as towers, cupolas, arched or shed dormers, chamfering, rounded corners, or balconies.

b. *Massing and scale of street frontages*. The public-facing façades of adjacent buildings must be architecturally differentiated by varying at least three of the following:
   1. Variations in building heights;
   2. Building insets or projections of at least two feet that extend the full height of the building;
   3. Material changes for different building planes or elements;
   4. Changes in color to accentuate horizontal or building elements;
   5. Accents through the use of moldings, sills, or canopies; or
   6. Other façade features, such as an arcade, balcony, gallery, arched or bay windows, pavilion, gazebo, porches, porticos, terrace, or tower.

c. *Architectural details*.
   1. *Exterior lighting*. Exterior lighting must be an integral part of the architecture, sign, and landscape or hardscape design. Street lighting must be a maximum height of 12 feet and consistent with the character of the district. Sidewalk lighting may be a maximum of three feet in height.
   2. *Street furniture*. Public seating, trash receptacles, and directional kiosks must be of uniform design and provided throughout the commercial/mixed-use tracts within the PUD, approved by the Planning and Zoning Commission. Street trees, landscaping, weather protection, public art, street furniture, and other pedestrian amenities in public rights-of-way and plazas must provide a minimum passable sidewalk width of four feet.
   3. *Awnings, sunshades, and canopies*. Weather protection is required for pedestrian street frontages with ground floor commercial use. Weather protection elements shall extend to a depth equal to that of the width of the sidewalk from the building, may be no closer than two feet to a street curb and must have a minimum clearance of eight feet and a maximum height of 12 feet. Internally illuminated awnings are prohibited.
   4. *Fenestration*.
      a) *Façades*. Any public-facing façade must incorporate fenestration. Fenestration patterns for street-level commercial uses must have a minimum 40 percent transparency and in between two feet and eight feet in height that allow views of indoor space or product display areas. Reflective glass and painted or dark tinted glass are prohibited.
      b) *Street visibility*. Upper and lower-story windows must be designed to overlook streets and public spaces to make these spaces comfortable and safe.
      c) *Modulation*. The roof line of buildings must be modulated and include architectural features such as a decorative eave, trim, or cornice.
      d) *Articulation*. Public-facing building façades must be articulated with projections or recesses that cumulatively equal 15 percent of the average building wall height, with a minimum depth of two feet. Such variations will contribute to the building architecture, which may be expressed in any manner provided the cumulative relief is achieved, as shown in Figure 2,, building wall articulation. The base of buildings

DRAFT

must be articulated through the use of plinths, pilasters, or other elements.

5. *Residential-only buildings*.
    a) Buildings must have a primary entrance on the front façade which shall face a public or private right-of-way.
    b) Covered front porches that are ten percent of livable sq. ft. of the structure for single-family detached dwellings and five percent of livable sq. ft. of the structure for single-family attached dwellings, stoops, or balconies are required on the street-facing façades of residential buildings.
    c) Four or more of the following architectural features must also be present: wall sconces, steeply pitched gable roof, wide eaves, exposed rafters, a cupola or other tower element, arched or shed dormers, exposed rafter tails, transom windows, chimneys, operable shutters, pier and beam including steps to the primary entrance, half-radius top windows, or some other features within French country cottage, craftsman, and gulf coast cottage architectural details which provides visual interest
    d) New residential buildings (with or without structured parking) shall have a slab foundation or pier and beam foundation no more than 30 inches above grade.
    e) New or reconstructed buildings must be built to the setbacks set out in Table 3.1, Commercial and Multi-Family Dimensional Standards; provided, however, the front setback may be the average of the dwellings along the block face, excluding the lot of the new building
    f) Where a residential structure is setback 15 feet or more from the property line, a fence or wall is required on the boundary at a height of no more than 48 inches to demarcate the private from the public sphere and promote walkability.
6. *Garages*. The garage door of a garage facing a public right-of-way shall be set-back from the primary entrance, face an alleyway, not face the public right-of-way, or face the side street on a corner lot.
7. *Carports*. Carports used in conjunction with residential use within the Waters PUD must be entirely hidden from view from a public right-of-way. Carports shall not be permitted within Tract 1 of the overall Waters PUD.

v. *Civic space*. Civic space is an important organizing element within a mixed-use development, which must be integrated into the overall design of the development. Both public and private civic space must be distributed throughout the district and should provide not only an aesthetic quality but serve recreational and civic functions as well. A variety of types of civic spaces must be conveniently accessible and provide linkages within and throughout the development.

a. *Amount required*. The minimum required civic space is five percent of the Net Developable Area within the commercial development.
b. *Types of civic space*. Various types of civic space may be provided, but must include a central space such as, but not limited to, a park, square, green, or plaza.
c. *Active and passive*. Additional civic spaces may include active recreation facilities as well as passive open spaces such as greenways, creeks, detention or retention ponds, drainage areas, or similar types of open space.
d. *Requirements*.
    1. Permanent wet ponds (excluding on-site detention basins and other stormwater impounding areas) may be counted for up to 20 percent of the civic space requirement.
    2. The civic space must be located within the development and must be easily accessible from non-residential buildings included in the mixed-use site.

DRAFT

3. The civic space must contain a focal point such as public art or a sculpture, pavilion, or hardscape plaza with a fountain or other iconic feature to help identify the space as a primary gathering place for the downtown.
4. The civic space must be owned and maintained by a property owners' association (POA) or another city-approved legal entity.

vi. *Freestanding and attached canopies and porte cocheres*. The design of freestanding canopies, such as those used as shelters for pump islands at automobile service stations, and the design of attached canopies and porte cocheres, shall match or be consistent with the architectural style, principal and accent materials, colors, and lighting of the principal building on the development site.

a. Cladding and finishes for support columns and other vertical structural components shall match or be consistent with the principal and accent materials of the principal building.
b. The roof structure of the canopy shall match or be consistent with the roof structure of the principal building in terms of pitch, roofing materials, and colors.
c. Downspouts and related hardware shall be integrated into the canopy structure.

vii. *Awnings and canopies*. Awnings and canopies, if installed, shall:

a. Be attached and integral to the principal structure;
b. Not obstruct any windows;
c. Have a minimum clearance of eight feet (16 feet for drive-under canopies) from finished grade to the bottom of an awning or a canopy;
d. If they are freestanding, be of a similar style, material, color, and lighting as those attached to the principal building;
e. Project a distance equal to that of the width of the sidewalk so as to shade it in its entirety
f. Not exceed 100 feet in length.

viii. *Arcade treatment*. Arcades may be constructed along building façades to provide shelter and shade and to add visual interest to structures but shall be located entirely outside the public street right-of-way. The arcade design shall also incorporate adequate pedestrian-level lighting under the arcade for visibility and security.

ix. *Screening of mechanical and service equipment*.

a. *Ground-level equipment*. Ground-level exterior equipment, such as mechanical components, electrical drops, utility meter banks, and heating/cooling controls, shall be completely screened from ground-level public view through building wall extensions or installation of structural enclosures or dense, year-round vegetation.
1. Structural enclosures or hedges that are used to satisfy this screening requirement shall be maintained at a height that is at least one foot higher than the equipment.
2. Structural enclosures shall use materials and colors that match or are consistent with the design and materials of the principal building.

b. *Building-mounted equipment*. Building-mounted exterior equipment shall be completely screened from ground-level public view through installation of structural enclosures or dense, year-round vegetation consistent with the screening provisions in subsection a., below.
1. Where complete screening using the specified methods is not practical, building-mounted equipment shall be painted to match the color of the building façade.
2. Gutters, downspouts, and related building-mounted hardware for conveying stormwater shall match the color of the building façade, whether through the choice of hardware used or painting of the hardware to achieve this consistency. Any such hardware and associated painting shall be maintained in sound condition at all times.

c. *Rooftop equipment*. Rooftop exterior equipment shall be completely screened from ground-level public view through design, materials, and colors that match or are

consistent with the overall building design. This may include, but is not limited to, use of sloped roofs or other architectural elements of adequate height, such as parapet walls or cornice treatments, that conceal roof areas where mechanical equipment is mounted.

x. *Multiple buildings*. Developments with multiple structures on a single property or involving out-parcels shall reflect coordinated and cohesive building design, with all buildings incorporating unifying elements such as common building forms, materials, textures, architectural detailing, and colors. The intent is not to require precise replication of the design of a principal building or buildings but rather to achieve general consistency and compatibility in architectural design.

xi. *Parking structures*.

a. *Architectural consistency*. Parking structures shall be designed for architectural consistency with the primary building served or other nearby buildings in terms of façade design and variation, finish materials, and shielding of unfinished structural elements and mechanical equipment.

b. *Special design elements*. Parking structures shall include architectural and landscape elements that enhance the garage appearance and help to screen parked vehicles and interior lighting from external view. Such elements may include, but are not limited to, decorative screens, trellises with or without associated vegetation, or façade and roofline variation.

xii. *Service bays*. Uses with overhead doors providing access to service bays, such as for automobile service and repair, shall, wherever the site size, shape and orientation allows, place any building wall with overhead doors perpendicular to public street frontage. Where such building orientation is not practical, the overhead doors shall be of similar color to the building façade or roof material.

2. Commercial

Tracts 3 and 4 of the Waters PUD shall permit commercial mixed-use, not to include the use of apartments or multi-family. Commercial mixed-use shall include commercial, office, automotive, hospitality, recreation, retail, and institutional uses, and shall be permitted as shown on Exhibit E.2, Conceptual Development Plan. The Table below shows the dimensional standards that structures on these Tracts must follow.

Table 2.1: Commercial Dimensional Standards for Tracts 3 and 4

Standards	Commercial
Site Intensity	
Maximum Gross Floor Area Per Structure	200,000 sf.
Floor Area Ratio (FAR)	0.50
Open Space[5]	10% of the Net Developable Area
Minimum Lot Area[1]	
Area	7,500 sf
Width	100 ft
Minimum Building Setback	
Front	25 ft
Interior Side[2]	10/20 ft
Street Side[3]	25 ft
Rear[2]	10/20 ft
Parking[4,5]	20/15 ft

Building	
Height (max)	60 ft
Height adjacent to residential	45 ft
Notes	
[1] Lot width is per commercial tract and not the footprint of the structure(s).	
[2] The first value is the standard when the property abuts a nonresidential and/or mixed-use district. The second value is the standard when the property abuts a residential district	
[3] Parking within the street side yard requires an increase to the next higher bufferyard class. See Sec 28-3-27, Bufferyards	
[4] The first value is the standard when the property abuts a highway or arterial street. The second value is the standard when the property abuts a street with a classification below highway or arterial.	
[5] Civic Space may be included in the open space requirement.	

3. Multi-Family

Apartments in the Waters PUD are only permitted within Tracts 1 and 2, as shown on Exhibit E.1, and Tract 5, as shown on Exhibit E.2. Apartment buildings and complexes are permitted so long as the standards found in Subsection A below are followed.

A. Conditional Standards for Multi-Family
   i. The project shall include a minimum of 10% of the Net Developable Area of the multi-family site as open space, such as plazas, pocket parks, trails, or green space accessible to Multi-Family residents only.
   ii. Internal pedestrian circulation shall be clearly defined and separated from vehicular travel lanes including sidewalks around buildings.
   iii. Any apartment structures proposed within Tract 1 and Tract 5 shall utilize an internalized corridor design.A traffic impact analysis is required in all instances prior to the issuance of any permits. Off-site improvements required by the analysis must be completed prior to the issuance of a certificate of occupancy.
   iv. A twenty (20) foot landscape buffer shall be maintained when abutting single-family residential lots. An exception applies along the Tract 1 boundary located to the rear of Lots 13 through 18, Block 1, of the Polo Ranch Section 2 recorded plat, where a minimum thirty (30) foot landscape buffer shall be required.
   v. Tract 1 within this PUD, a minimum of 50% of the property shall be reserved for commercial/non-residential use. Tracts 2 and 5 shall not have a minimum requirement for commercial/non-residential use.
   vi. A license plate reader must be installed and maintained at the development entrance, meeting Fulshear Police standards for equipment and installation.
   vii. Multi-family dwellings must follow all the architectural standards for multi-family found in Article III, Division III-1, Sec. 28-3-4(c) of the Coordinated Development Ordinance of the Fulshear Code in place at the time of the creation of the PUD.
B. In addition to the Conditional Standards above, any multi-family development shall follow the dimensional standards shown in the table below.

DRAFT

Table 3.1: Commercial and Multi-Family Dimensional Standards			
Standards	**Townhomes**	**Apartments**	**Commercial**
Site Intensity			
Maximum Gross Floor Area Per Structure	-	-	200,000 sf.
Floor Area Ratio (FAR)	-	-	0.50
Density/Open Space	-	-	-
Units Per Acre (max)	11.9	30	
Open Space	10%	10% of the Net Developable Area	10% of the Net Developable Area
Civic Space	-	-	5% of the Net Developable Area
Minimum Lot Area[1]			
Area	2500 sf	1500 sf	7500 sf
Width	25 ft	15 ft	100 ft
Minimum Building Setback			
Front	20 ft	35 ft	25 ft
Interior Side[2]	0 ft	15 ft	10/25 ft
Street Side[3]	20 ft	25 ft	25 ft
Rear[2]	15 ft	20/50 ft	10/20 ft
Parking[4]	10 ft	20 ft	20/15 ft
Building			
Coverage (max)	68%	65%	
Height (max)	35 ft	60 ft	60 ft
Stories (max)[5]	2.5	4	-
Height adjacent to residential	-	-	35 ft
Notes			
[1] Lot width is per tract and not the footprint of the structure.			
[2] The first value is the standard when the property abuts a nonresidential and/or mixed-use district. The second value is the standard when the property abuts a residential district. Tract 1 shall have a 50 ft setback where multi-family uses are adjacent to single-family residential.			
[3] Parking within the street side yard requires an increase to the next higher bufferyard class. See Sec 28-3-27, Bufferyards			
[4] The first value is the standard when the property abuts a highway or arterial street. The second value is the standard when the property abuts a street with a classification below highway or arterial.			
[5] Multi-family structures oriented parallel to adjacent single-family rear lot lines shall not exceed three (3) stories in height.			

4. Parking

A. *On-street*. On-street parking is not permitted.
B. *Off-street*. Off-street surface parking may not front on any arterial street or highway. Given the character and pedestrian scale of the PUD, off-street parking is prohibited within a front or street side yard of any multiple-family, civic, institutional, commercial, or mixed-use.

DRAFT

i. When any type of permit or approval is sought for a property with existing surface parking, the lot must be improved by:
    a. A five-foot pervious planting strip adjacent to all streets and vehicular use areas that meets the screening requirements in Figure 3, sidewalk cross section; or
    b. Install 4' tall landscaping to screen the parking lot edge; and
    c. Provide landscaped parking islands for every 10 consecutive parking spaces and at both ends of each row of parking for Tracts 1, 3, and 4. Landscaped parking islands shall not apply to Tracts 2 and 5.
ii. Surface lots may only be accessed from a local street or alley. Such parking shall be arranged in individual lots of no more than 60 spaces, interconnected with alleys or drives. Each lot must be landscaped per the standards set out in Table 7.1, Landscaping Standards for Tracts 1, 2, and 5.
iii. Off-street parking may also include the use of parallel parking bays within a commercial mixed-use tract.

C. *Shared parking*. Uses within a radius of 500 feet may have different hours of operation and peak parking demand hours. The use of shared parking reduces the amount of impervious area, improves site efficiency, and maintains the traditional, walkable nature of the development. In these instances, the city may allow a reduction in the required number of spaces. To do so, an applicant may submit a shared parking study to demonstrate that the parking required for mixed-uses is less than the cumulative total of the parking requirements for each individual use. The shared parking study is required to be undertaken by a qualified, certified traffic engineer.

5. Buffer Yards

Wherever multi-family is allowed in the PUD and adjacent to single-family residential, a 20-foot landscape buffer shall be maintained between the multi-family structures and the property line of any single-family residential homes. An exception applies along the Tract 1 boundary located to the rear of Lots 13 through 18, Block 1, of the Polo Ranch Section 2 recorded plat, where a minimum thirty (30) foot landscape buffer shall be required. Furthermore, the property owner will use its best effort to maintain and preserve mature trees within a required landscape buffer to serve as screening, unless easements, utilities, building codes, or other outside requirements dictate the removal of the trees, or the development may abide by the Landscaping requirements as outlined in Section 7 in this PUD.

Wherever a tract is adjacent to a street, the following buffer yards shall apply depending on the street classification:

i. Highway – 20 feet
ii. Arterial Street – 10 feet
iii. Collectors and Local Streets – 5 feet

6. Tree Protection

Tree protection requirements shall comply with the CDO in effect at the time of this PUD approval, unless otherwise mentioned in this PUD.

7. Landscaping

The tables below provide the landscaping regulations for the Tracts within this PUD, depending on their land use.

DRAFT

Table 7.1: Landscaping Standards for Tracts 1, 2, and 5		
Tracts 1, 2, and 5	**Multi-Family**	
	Pervious Area/Open Space (min.)	25%
	One canopy per "x" feet of street frontage[1]	20 ft.
	3 shrubs, 2 ornamental grasses or a combination per "x" linear feet of foundation[2]	10 lf.
	1 canopy tree, 2 small trees, and 2 shrubs per "x" square feet of pervious area	2,500 sf.
	One landscape island per "x" parking spaces (Tract 1 Only)[3]	10
	Bufferyard[4]	0 ft
	Non-Residential	
	Pervious Area/Open Space (min.)	10%
	One canopy tree per "x" feet of street frontage	25 ft
	1 canopy tree, 2 small trees, and 2 shrubs per "x" square feet of pervious area	2,500 sf.
	One landscape island per "x" parking spaces[3]	10
	Notes	
	[1] Tree wells in the public right-of-way may count toward the landscaping requirements with approval of the Public Works Director	
	[2] Required along the foundation of building elevations parallel, or approximately parallel, to street right-of-way and parking lots.	
	[3] A landscape island must be no less than 164 sf., which must include one canopy tree and one shrub or groundcover. Landscaped parking islands shall not be required for Tracts 2 and 5.	
	[4] When use is adjacent to single-family residential units the landscape buffer shall be 20-feet. An exception applies along the Tract 1 boundary located to the rear of Lots 13 through 18, Block 1, of the Polo Ranch Section 2 recorded plat, where a minimum thirty (30) foot landscape buffer shall be required.	
	All other buffers will be 10 feet for non-residential uses.	

DRAFT

Table 7.2: Landscaping Standards for Tracts 3 and 4		
Tracts 3 and 4	**Minimum Site Landscape**	
	Pervious Area/Open Space (min.)	10%
	1 canopy tree, 2 small trees, and 2 shrubs per "x" square feet of pervious area	2,500 sf.
	Interior Parking Island Landscaping	
	One landscape island per "x" parking spaces[2]	10
	One canopy story tree, 4 shrubs, and groundcover per[2]	164 sf.
	Foundation Plantings	
	Three shrubs, two ornamental grasses or two shrubs and three ornamental grasses per[3]	8 lf.
	Table Notes	
	sf. = square feet; lf. = linear feet	
	[1] Measured for each 2,500 sf. or portion thereof	
	[2] 164 sf. is equal to one 9' times 18' parking stall	
	[3] Required on building elevations parallel, or approximately parallel, to street right-of-way, parking lots, and drive-through lanes	

DRAFT

8. Signage

The Tracts within this PUD shall follow the General Commercial sign standards as found in Tables 28-3-33-1, 2, and 3, unless otherwise stated below, with the exception that any property with 10 or more businesses and with over 1,000-feet of road frontage will be allowed 3 monument signs and 4 directory signs. The Table below shows the sign types that are permitted for residential and non-residential uses.

Table 8.1: Signage Regulations for the Waters PUD Tracts		
Sign Type	**Residential Use**	**Non-Residential Use**
Access	P	P
Awning	NP	P
Canopy	NP	NP
Directory	P	P
Hanging	NP	P
Marquee	NP	NP
Monument	P	P
Projecting	NP	NP
Wall	NP	P
Window	NP	P
Electric/Neon	NP	NP
Temporary	P	P
Notes		
Legend: P = Permitted; NP = Not Permitted		
Monument Signage may only be permitted adjacent to FM 1093, FM 359, or Lifestyle Boulevard.		
Monument signs and directory signs are allowed a maximum height of 10' and surface area of 70 sf.		
A maximum of 2 combined signs and a maximum of 3 directory signs are permitted along FM 1093. These signs shall have a maximum height of 7' and surface area of 40 sf.		
Tracts 3 and 4 follow General Commercial sign standards (Tables 28-3-33-1, 28-3-33-2, and 28-3-33-3)		
Tracts 1, 2, and 5 follow Downtown District sign standards (Tables 28-3-33-1, 28-3-33-2, and 28-3-33-3)		

9. Parks and Trails

A. *Pedestrian and bicycle improvements*. The applicant is responsible for the installation of the following pedestrian and bicycle facilities.

i. Sidewalks must:

a. Be installed to connect public walkways to all building entrances, parking structures or areas, open spaces, and any other destinations warranting pedestrian access;

b. Connect to existing sidewalks on abutting and adjacent lots or tracts; and

c. Include a minimum five-foot pedestrian zone and five-foot tree zone with a minimum one-foot dismount area from the back of curb. (See Figure 3, sidewalk cross-section)

ii. Bicycle linkages must:

a. Connect to existing or planned future trails and bikeways;

DRAFT

b. Be designed, striped, and signed separately from vehicular use and circulation areas; and
c. Connect to bicycle parking areas distributed throughout the mixed-use development according to the standards set out in section 28-3-21, Bicycle Parking, of the Coordinated Development Ordinance of the Fulshear Code.

VI. UTILITIES

VII. VARIANCES

There are variances to the Fulshear development regulations anticipated by the Waters PUD. Any variances to the Chapter 28, Article IV, Subdivision Regulations in the CDO not known at this time due to the lack of specific designs or physical characteristics will be presented on a case-by-case basis for the consideration of the Planning and Zoning Commission. Any variances to Chapter 28, Article II, Zoning Districts and Land Uses, and Article III, Site Development in the CDO not known at this time due to the lack of specific designs or physical characteristics will be presented on a case-by-case basis for the consideration of the Zoning Board of Adjustments.

1. All commercial and multi-family development shall be regulated by the standards set forth in Section V.2 – Commercial.
2. All relevant multi-family development shall be regulated by the standards set forth in Section V.3 - Multi-Family.
3. All parking shall be developed in accordance with the regulations as stated in Section V.4 – Parking.
4. Buffer yards shall be regulated by the standards as stated in Section V.5 – Buffer Yards.
5. All signage in the project shall be regulated by the standards as stated in Section V.8 – Signage.
6. Parks and trails shall be regulated by the standards as stated in Section V.9 – Parks and Trails.

VIII. DEFINITIONS

A. *Buffering*. The use of vegetation, trees, fencing, berms, or other design features to create a visual and physical separation between commercial and residential development
B. Convenience Store. A retail establishment that sells primarily food products, household items, newspapers and magazines, candy, and beverages, and a limited amount of freshly prepared foods such as sandwiches and salads primarily for off-premise consumption. Beverage sales may include the sale of non-alcoholic and alcoholic beverages.
C. *Floor Area Ratio (FAR)*. The measure of the allowable size of the ground floor area on a lot compared to the size of the lot.
D. *Gross Area*. The total area within property lines including undevelopable areas such as setbacks and landscape buffers.
E. *Gross Floor Area (GFA)*. The total square footage of a building measured from the exterior walls at ground level, representing the footprint of the structure. This measurement reflects only the area of the building as it sits on the site and does not include the aggregate square footage of multiple stories or floors within the structure.
F. Net Developable Area. The total developable area within property lines, which excludes the areas within required setbacks and landscape buffers.
G. *Open Space (for Commercial Uses)*. Open space for commercial uses shall include civic space and any common areas accessible to the public.
H. *Open Space (for Multi-Family Uses)*. Open space for multi-family uses shall include any common areas accessible to the residents of the development.

DRAFT

LJA

± 91.1 Ac. WATERS PUD - AREA LOCATION MAP

EXHIBIT A

N

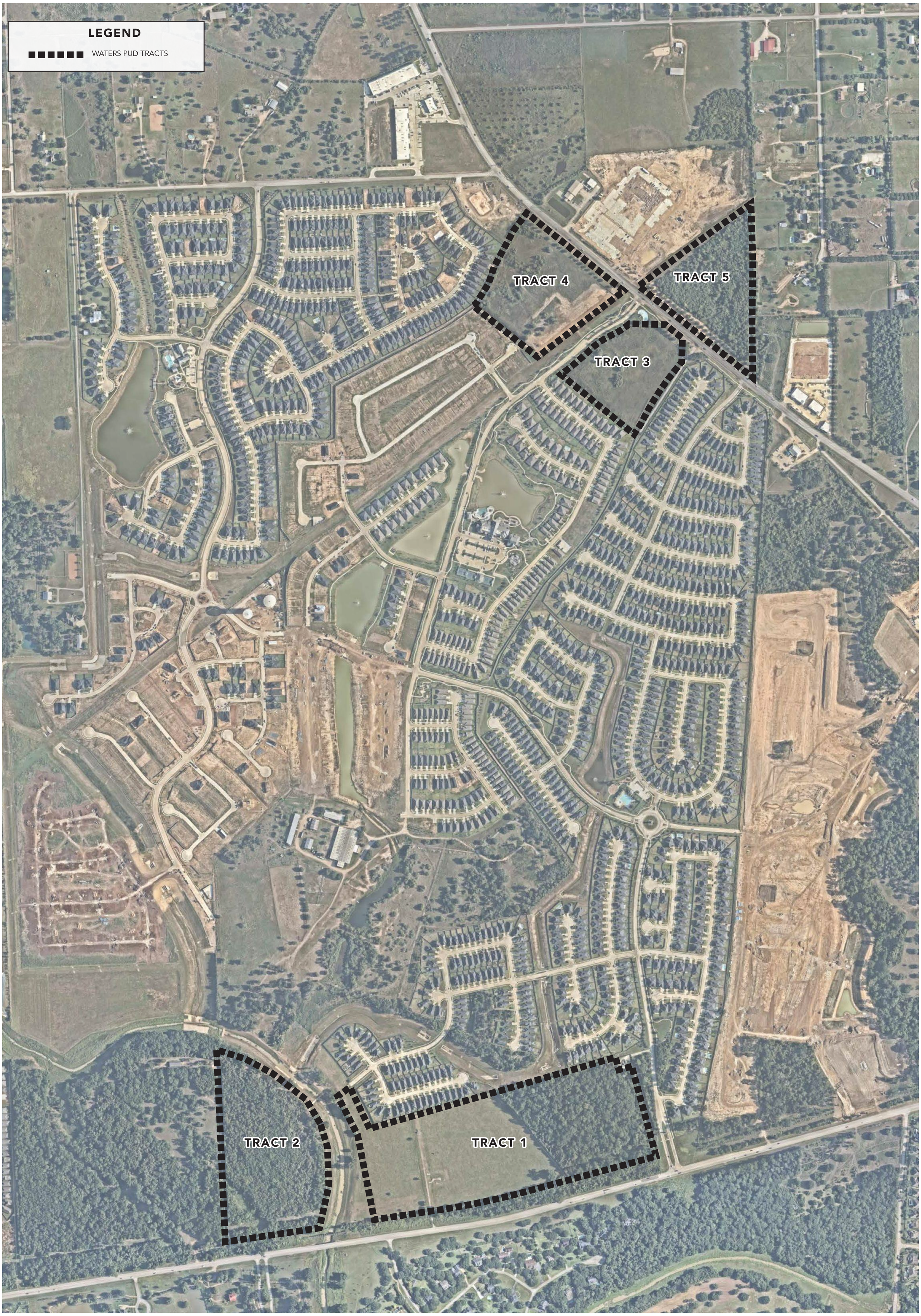
0 400 800 1600

LOCATION: Fulshear, Texas CLIENT: Lou Waters, Fulshear Investments, & Mason Quest Investments DATE: December 16, 2025

P:\01 Planning\7364-01004\02-City and Zoning\PUD Exhibits\7364-01004_Waters PUD_Exhibits_09-23-25.indd

© Copyright 2025 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole in any form or format without written consent of LJA.

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.



± 91.1 Ac. WATERS PUD - AERIAL MAP

EXHIBIT B

N

0 300 600 1200

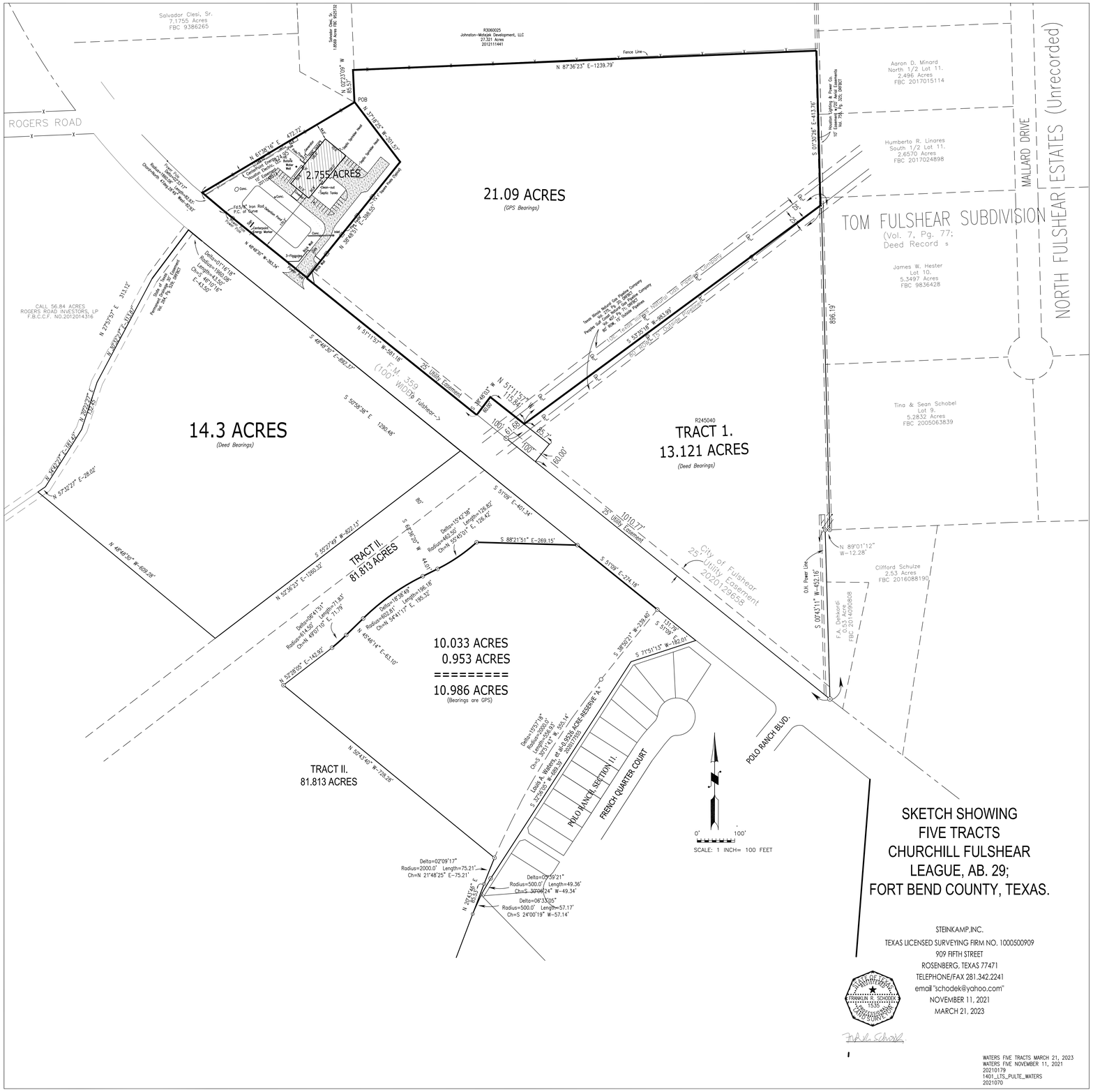
LOCATION: Fulshear, Texas CLIENT: Lou Waters, Fulshear Investments, & Mason Quest Investments DATE: December 16, 2025

P:\01 Planning\7364-01004\02-City and Zoning\PUD Exhibits\7364-01004_Waters PUD_Exhibits_09-23-25.indd

© Copyright 2025 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole in any form or format without written consent of LJA.

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

Exhibit C



SKETCH SHOWING
FIVE TRACTS
CHURCHILL FULSHEAR
LEAGUE, AB. 29;
FORT BEND COUNTY, TEXAS.

STEINKAMP,INC.
TEXAS LICENSED SURVEYING FIRM NO. 1000500909
909 FIFTH STREET
ROSENBERG, TEXAS 77471
TELEPHONE/FAX 281.342.2241
email "schodek@yahoo.com"
NOVEMBER 11, 2021
MARCH 21, 2023

STATE OF TEXAS
REGISTERED
FRANKLIN R. SCHODEK
1535
PROFESSIONAL
LAND SURVEYOR

WATERS FIVE TRACTS MARCH 21, 2023
WATERS FIVE NOVEMBER 11, 2021
20210179
1401_LTS_PULTE_WATERS
2021070

Docusign Envelope ID: 1111CB57-45A9-4907-80B7-5F822193EBCD

Exhibit D
Tract 1

HENRY STEINKAMP, INC.
Texas Licensed Surveying Firm No. 10005000
Land Boundary & Topographic Surveying
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

October 23, 2024

A Field Note Description of a 31.793 Acre Tract of Land out of the Fulshear Investments, Inc. call 125.38 Acre Tract (Volume 2519, Page 212; Official Public Records) in the Churchill Fulshear League, Abstract No. 29 & John Randon League, Abstract No. 76, Fort Bend County, Texas.

For Connection Begin at the Southeast corner of the original Fulshear Investments, Inc. call 125.38 Acre Tract of Land (Volume 2519, Page 212; Official Public Records of Fort Bend County, Texas) and the Southeast corner of the Century Land Holdings of Texas, Inc. call 219.527 Acre Tract (2018074664) and the Southwest corner of the original John McCann call 80.2214 Acre Tract (2017035859) and the Southeast corner of POLO RANCH, SECTION 1 (2019016110); THENCE, South 74deg.44'43" West, along the Northwest right-of-way line of the Metropolitan Transit Authority of Harris County (Old S.P. & RR Railroad) right-of-way) (Volume 2478, Page 1664; Official Public Records), 299.07 feet to a capped iron rod stamped "LJA " marking the Southerly South corner of the POLO RANCH, SECTION 2. (2019016129); THENCE, North 15deg.14'20" West, 100.0 feet to a capped iron rod stamped "LJA" marking the Southeast corner of and **place of beginning** for this tract;

THENCE, South 74deg.47'10" West, 1023.83 feet along a line 100.0 feet Northwest of and parallel to the Old Railroad right-of-way to a capped 5/8 inch iron rod stamped "1535-4035" set marking point of curve to the right;

THENCE, Along a curve to the right with Delta= 06deg.41'40", Radius=5579.62 feet, Length=651.92 feet and Chord= Sout 78deg.07'00" West, 651.55 feet to a capped 5/8 inch iron rod set marking the point of tangency for this curve;

THENCE, South 81deg.27'50" West, 385.31 feet to a capped 5/8 inch iron rod stamped "1535-4035" set in the East right-of-way for the Proposed Pecan Knoll Drive (60 feet wide);

THENCE, Northwesterly along the East line of said Proposed Pecan Knoll Drive, North 08deg.32'10" West, 102.88 feet to a capped 5/8 inch iron rod stamped "1535-4035" set marking point of curve to the left;

Exhibit D
Tract 3

HENRY STEINKAMP, INC.
Texas Licensed Surveying Firm No. 10005000
Land Boundary & Topographic Surveying
909 Fifth Street
Rosenberg, Texas 77471
Telephone/Fax 281.342.2241
email: schodek@yahoo.com

Franklin R. Schodek
Registered Professional Land Surveyor

James L. Syptak, Sr.
Registered Professional Land Surveyor

May 31, 2022

A Field Note Description of a 10.986 Acre Tract of Land out of the original call Fulshear Investments, Inc. 38.8 Acre Tract (957303) and call Fulshear Equine, Inc.131.863 Acre Tract (2012149212) in the Churchill Fulshear League, Abstract No. 29, Fort Bend County, Texas.

Beginning at the North corner of **POLO RANCH, SECTION 11 (20200228)** in the Southwest right-of-way line of State Farm Market Road No. 359 (100 feet wide); said corner marking the Northeast corner of a call L.A. Waters 0.9526 Acre Tract (2020177555) and the call **RESERVE "A"** (Restricted to Landscape/Open Space) of said **POLO RANCH, SECTION 11;**

THENCE, South 71deg.51'13" West, 182.01feet to a point for corner;

THENCE, South 32deg.56'05" West, 689.39 feet to point of curve to the left;

THENCE, Along said curve to the left with Radius=500.0 feet, Delta=05deg.39'21", Length=49.36 feet and Chord=South 30deg.06'24" West, 49.34 feet to a point marking the West corner of Block No. 1 of said **POLO RANCH, SECTION 11;**

THENCE, Continuing along Curve "C-2 to the left with Delta=06deg.33'05", Radius=500.0 feet, Length=57.17 feet and Chord=South 24deg.00'19" West, 57.14 feet to a point marking the Southwest corner of this tract;

THENCE, North 20deg.43'46" East, 85.53 feet to point of curve to the right;

THENCE, Northeasterly along said curve to the right with Delta=02deg.09'17", Radius=2000.0 feet, Length=75.21 feet and Chord=North 21deg.48'25" East, 75.21 feet to a point for corner;

THENCE, North 50deg.43'40" West, 728.28 feet to a point marking the West corner of this tract;

THENCE, North 52deg.28'05" East, 142.92 feet to point of curve to the left;

THENCE, Along said curve to the left with Delta=06deg.41'51", Radius=614.50 feet, Length=71.83 feet and Chord= North 49deg.07'10" East, 71.79 feet to point of tangency;

THENCE, North 45deg.46'14" East, 63.10 feet to point of curve to theright;

THENCE, Northeasterly along said curve to the right with Delta=18deg.38'49", Radius=602.81 feet, Length=196.18 feet and Chord=North 54deg.41'17" East, 195.32 feet to point of tangency;

THENCE, North 63deg.36'20" East, 44.01 feet to point of curve to the left;

THENCE, Along said curve to the left with Delta=15deg.42'38", Radius=462.50 feet, Length=126.82 feet and Chord=North 55deg.45'01" East, 126.42 feet to a point marking a Northwest corner of this tract;

THENCE, South 88deg.21'51" East, 269.15 feet to a point in the Southwest right-of-way line of said State Farm Market Road No. 359 and marking a Northeast corner of this tract;

THENCE, South 51deg.09' East (Base Bearing), along the Southwest right-of-way line of said State Farm Market Road No. 359, at 274.18 feet pass the North corner of said 0.9526 Acre RESERVE "A", in all 405.97 feet to the place of beginning and containing 10.986 Acres of Land.

Signed: Frank M. Schroeder
Registered Professional Land Surveyor No. 1535

NOTE: Not a field survey this date, prepared from deed record information.

Exhibit D
Tract 4

G&G Survey and Consulting, Inc
Firm No. 10194937
9226 Needville Fairchilds Road
Needville, Texas 77461
Telephone/Fax 979-793-3428
email: gps01@comcast.net
James L. Syptak, Sr.
Registered Professional Land Surveyor

April 10, 2025

FIELD NOTES OF A 14.2485 ACRES TRACT OF LAND, SITUATED IN THE CHURCHILL FULSHEAR LEAGUE, ABSTRACT No. 29, FORT BEND COUNTY, TEXAS. SAID 14.2485 ACRES BEING OUT A CALLED 60.472 ACRES TRACT OF LAND, RECORDED IN VOLUME 2569, PAGE 508 OF THE OFFICIAL DEED RECORDS OF FORT BEND COUNTY, TEXAS. SAID 14.2485 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
NOTE: All bearings shown hereon are based on the Texas coordinate system of (NAD83 2011), South Central Zone (FIPS 4204), U.S. Survey Feet

BEGINNING, at a 5/8-inch rod found in the Southwest 100-foot-wide Right-of-Way line of Farm-to-Market No. 359 and the Northeast line of the called 60.472 acres tract of land recorded in Volume 2569, Page 508 of the Official Deed Records of Fort Bend County, Texas., for the North corner of a called 1.442 acres (Reserve "A") tract of land, recorded in County Clerk's File No. 2023096658 of the Official Deed Records of Fort Bend County, Texas., same being the East corner and the **PLACE OF BEGINNING** of the hereby described 14.2485 acres tract of land;

THENCE, S. 52º 38' 03" W., (Ref. bearing N. 52º 36' 23" W, Plat File No. 20210236 O. P. R. F. B. Co. TX.) in the Northwest line of the said called 1.442 acres (reserve "A") a distance of 814.65 feet to a 5/8-inch iron rod "Stamped GBI Partners" found for the East corner of a called 20.3098 acres tract of land recorded in County Clerk's File No. 2024003251 of the Official Deed Records of Fort Bend County, Texas., and the South corner hereof;

THENCE, N. 51° 39' 49" W., in the Northeast line of the said called 30.3098 acres tract of land a distance of 619.87 feet to a 5/8-inch iron rod "Stamped GBI Partners" found in the centerline of a Permanent 30-foot-wide drainage easement recorded in Volume 264, Page 529 of the Official Deed Records of Fort Bend County, Texas., and the Southeast line of the Pecan Ridge, Section 6, a subdivision recorded in Plat File No. 20230165 Official Plat Records of Fort Bend County, Texas., for the North corner of the said called 20.3098 acres tract of land and the West corner hereof;

THENCE WITH THE CENTERLINE OF THE SAID EASEMENT AS FOLLOWS;

THENCE, N. 56° 07' 07" E., (L1) a distance of 24.60 to a 5/8-inch iron rod found for an angle point;

THENCE, N. 32° 21' 19" E., (L2) a distance of 181.42 to a 5/8-inch iron rod found for an angle point;

THENCE, N. 18° 01' 19" E., (L3) a distance of 132.45 to a 5/8-inch iron rod found for an angle point;

THENCE, N. 28° 11' 19" E., a distance of 313.87 to a 5/8-inch iron rod found for an angle point;

THENCE, N. 37° 37' 47" E., a distance of 160.97 to a 5/8-inch iron rod "Stamped BCG" found on the Curve of the said Farm-ot-Market No. 359 Right-of-Way line for East corner of a called 4.3217 Acres tract of land recorded in County Clerk's File No. 2020167511 of the Official Deed Records of Fort Bend County, Texas., and the North corner hereof, and the being the (PC) for non-tangent curve to the left;

THENCE, with said Curve (C2) having a Radius of 1,960.08 feet and a Chord Bearing of S. 50° 35' 20" E., Chord length 43.66 and Arc length of 43.66 feet to point for the PT of said Curve;

THENCE, S. 51º 09' 58" E., a distance of 892.09 feet to the **PLACE OF BEGINNING. Containing 14.2485 acres of land (620,666.76 Square Feet), more or less.**

Surveyed on the ground under my supervision March 03 and 29, 2025.
Witness my hand this April 10, 2025.

(James L. Syptak, SR.)

Registered Professional Land Surveyor No. 4035
Project No. 2025-132

STATE OF TEXAS
REGISTERED
JAMES L. SYPTAK, SR.
4035
PROFESSIONAL
LAND SURVEYOR

WINDROSE
LAND SURVEYING | PLATTING

Exhibit D
Tract 5

DESCRIPTION OF
12.890 ACRES OR 561,324 SQ. FT.

A TRACT OR PARCEL CONTAINING 12.890 ACRES OR 561,324 SQUARE FEET OF LAND SITUATED IN THE CHURCHILL FULSHEAR SURVEY, ABSTRACT NO. 29, FORT BEND COUNTY, TEXAS, BEING OUT OF A CALLED 12.936 ACRE TRACT DESCRIBED IN DEED TO L. A. WATERS, AS RECORDED UNDER THE FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2000029066 AND A CALLED 24.000 ACRE TRACT DESCRIBED IN DEED TO L.A. WATERS, AS RECORDED UNDER F.B.C.C.F. NO. 2003016102, WITH SAID 12.890 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

BEGINNING AT A 5/8" IRON ROD WITH CAP STAMPED "1565 4035" FOUND ON THE NORTH RIGHT-OF-WAY (R.O.W) LINE OF FARM-TO-MARKET 359 (CALLED 100' WIDE) MARKING THE MOST SOUTHWEST CORNER OF A CALLED 0.5355 ACRE TRACT DESCRIBED IN DEED TO FRED DEHKORDI, AS RECORDED UNDER FORT BEND COUNTY CLERK'S FILE (F.B.C.C.F.) NO. 2020023315, THE SOUTHERLY SOUTHEAST CORNER OF SAID 12.936 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 51 DEG. 11 MIN. 20 SEC. WEST, ALONG SAID CALLED NORTH R.O.W. LINE OF SAID FARM-TO-MARKET 359, A DISTANCE OF 1,011.01 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "1565 4035" FOUND, MARKING THE MOST SOUTH SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 38 DEG. 48 MIN. 40 SEC. EAST, ACROSS SAID 12.936 ACRE TRACT, A DISTANCE OF 60.00 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "1565 4035" FOUND, MARKING A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 51 DEG. 11 MIN. 20 SEC. WEST, A DISTANCE OF 84.21 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "1565 4035" FOUND, ON THE COMMON LINE BETWEEN SAID 24.000 ACRE AND 12.936 ACRE TRACTS AND THE CENTERLINE OF AN 80-FOOT-WIDE PIPELINE EASEMENT RECORDED IN VOLUME 407, PAGE 71 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R) AND AN MOST NORTH SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 52 DEG. 45 MIN. 50 SEC. EAST, ACROSS SAID 24.000 ACRE TRACT AND ALONG THE CENTERLINE OF SAID 80-FOOT-WIDE PIPELINE EASEMENT, A DISTANCE OF 392.56 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE SET, MARKING AN ANGLE POINT IN SAID CENTERLINE AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 54 DEG. 08 MIN. 16 SEC. EAST, CONTINUING ALONG THE CENTERLINE OF SAID 80-FOOT-WIDE PIPELINE EASEMENT, A DISTANCE OF 591.79 FEET TO A 1/2" IRON ROD FOUND ON THE WEST LINE OF A CALLED 5.3497 ACRE TRACT "LOT 10," DESCRIBED IN DEED TO JAMES W. HESTER, SR. AND VIOLA V. HESTER REVOCABLE LIVING TRUST, AS RECORDED UNDER F.B.C.C.F. NO. 9836428 (REFERENCE VOLUME (VOL.) 778, PAGE (PG.) 435, FORT BEND COUNTY DEED RECORD (F.B.C.D.R.)), MARKING THE COMMON EAST CORNER OF SAID 24.000 ACRE TRACT AND SAID 12.936 ACRE TRACT AND BEING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 30 MIN. 44 SEC. EAST, ALONG THE COMMON LINE OF SAID 5.3497 ACRE TRACT AND CALLED 1.000 ACRE TRACT DESCRIBED IN DEED TO SEAN SCHOBEL AND TINA SCHOBEL, AS RECORDED UNDER F.B.C.C.F. NO. 20070089263 AND SAID 12.936 ACRE TRACT, A DISTANCE OF 865.81 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "1565 4035" FOUND ON THE NORTH LINE A CALLED 2.534 ACRE TRACT DESCRIBED IN DEED TO CLIFFORD SCHULZE AND SHERRY SCHULZE, AS RECORDED UNDER F.B.C.C.F. NO. 2016088190, MARKING THE MOST SOUTH SOUTHWEST CORNER OF A CALLED 5.2832 ACRE TRACT "LOT 9," DESCRIBED IN DEED TO TINA SCHOBEL AND SEAN SCHOBEL, AS RECORDED UNDER F.B.C.C.F. NO. 2005063839 AND AN EXTERIOR EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

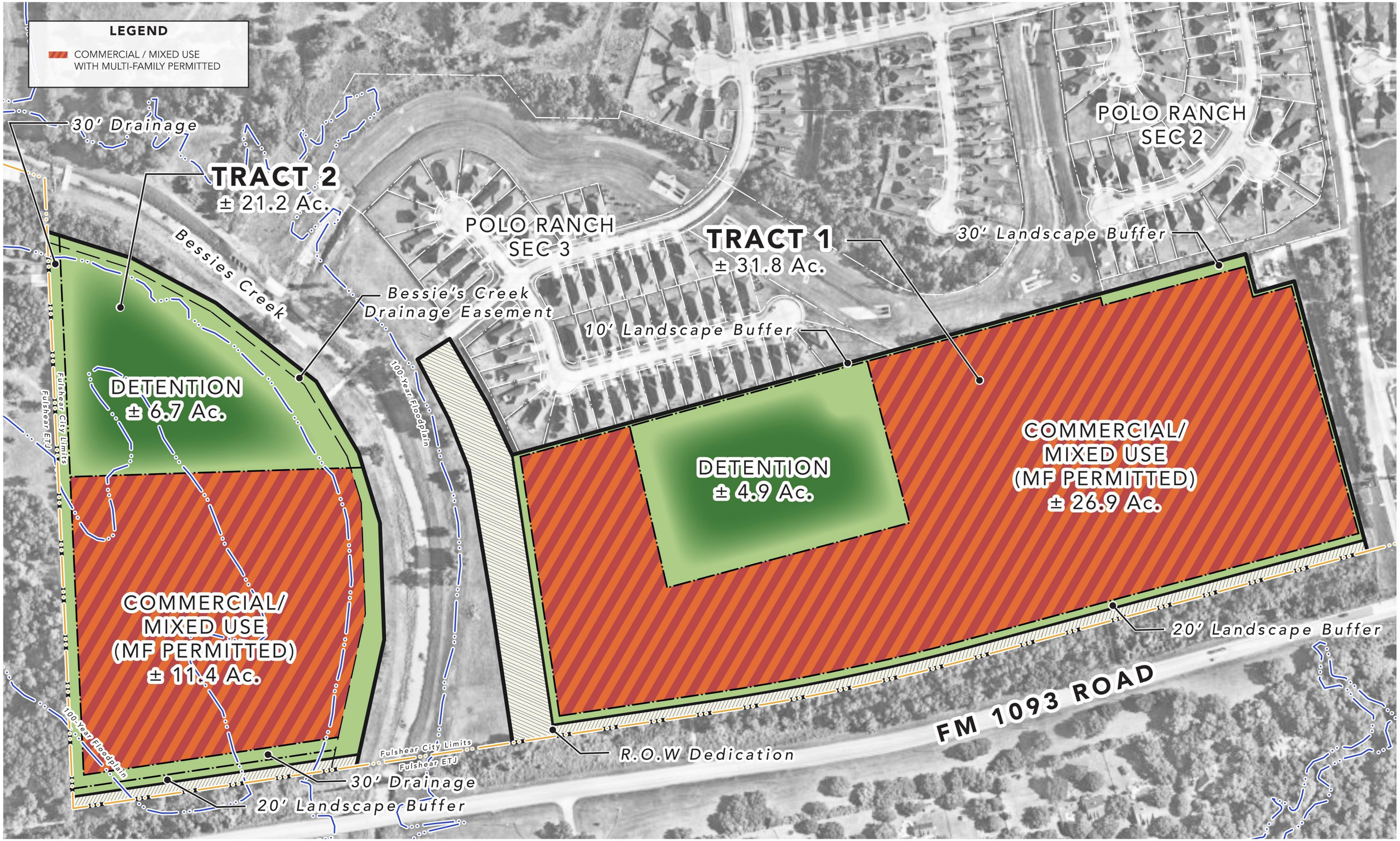
THENCE, SOUTH 88 DEG. 35 MIN. 58 SEC. WEST, ALONG THE COMMON LINE OF SAID 2.534 ACRE TRACT AND SAID 12.936 ACRE TRACT, A DISTANCE OF 12.28 FEET TO A 5/8" IRON ROD WITH CAP STAMPED "1565 4035" FOUND, MARKING THE MOST NORTH NORTHWEST CORNER OF SAID 2.534 ACRE TRACT AND A REENTRANT CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 01 DEG. 39 MIN. 38 SEC. EAST, ALONG THE COMMON LINE OF SAID 2.534 ACRE TRACT, SAID 0.5355 ACRE TRACT, AND SAID 12.936 ACRE TRACT, A DISTANCE OF 451.80 FEET TO THE **PLACE OF BEGINNING** AND CONTAINING 12.890 ACRES OR 561,324 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 57833, PREPARED BY WINDROSE LAND SERVICES, INC.

JAMES MICHAEL DENNEY
R.P.L.S. NO. 5414
STATE OF TEXAS
FIRM REGISTRATION NO. 101088000

STATE OF TEXAS
REGISTERED
JAMES MICHAEL DENNEY
5414
PROFESSIONAL
LAND SURVEYOR

6/10/2022
DATE:



LJA

± 91.1 Ac. WATERS PUD TRACTS 1 & 2- CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT E.1

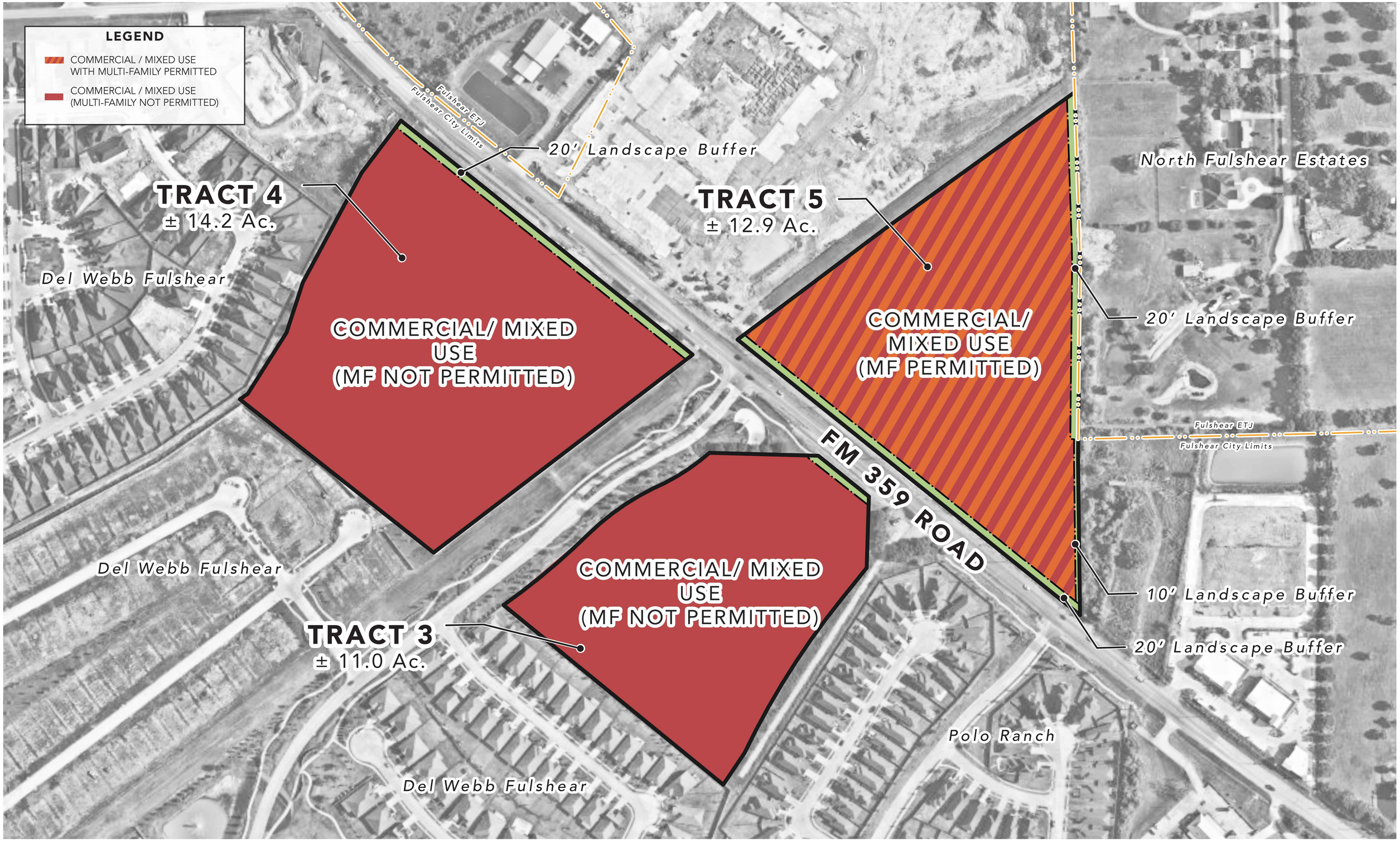
N 0 50 100 200

LOCATION: Fulshear, Texas CLIENT: Lou Waters, Fulshear Investments, & Mason Quest Investments DATE: May 13, 2026

P:\21 Project link

© Copyright 2021 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole in any form or format without written consent of LJA.

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements and other features are approximate. The information provided within, and the information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.



LJA

± 91.1 Ac. WATERS PUD TRACTS 3,4 & 5 - CONCEPTUAL DEVELOPMENT PLAN

EXHIBIT E.2

N 0 50 100 200

LOCATION: Fulshear, Texas CLIENT: Lou Waters, Fulshear Investments, & Mason Quest Investments DATE: January 23, 2026

"P:\01 Planning\7364-01004\02-City and Zoning\PUD Exhibits\7364-01004_Waters PUD_Exhibit E.2_01-23-26.indd"

© Copyright 2025 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole in any form or format without written consent of LJA.

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, and other features are approximate and should not be used for any purpose. The locations, shapes, are approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

FIGURE 1

FIGURE 2

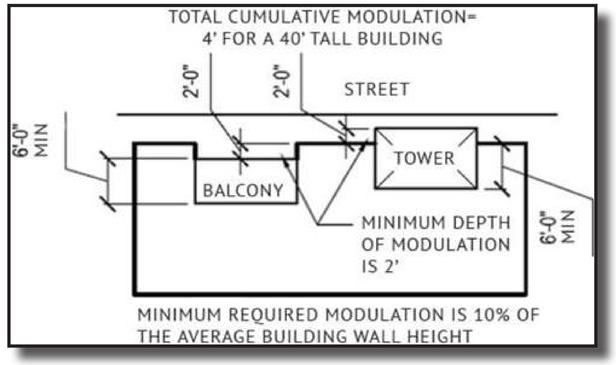
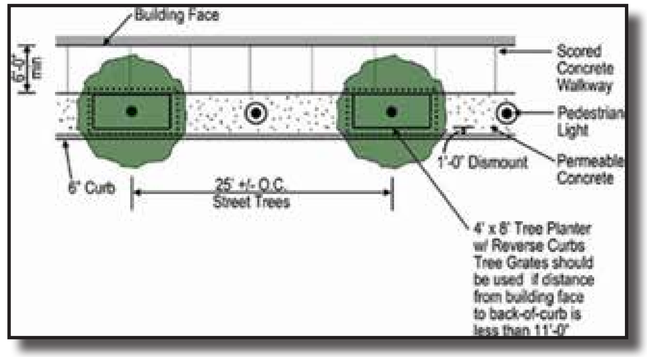


FIGURE 3



ARCHITECTURAL AND CONCEPTUAL REFERENCES

± 91.1 Ac. WATERS PUD - CONCEPTUAL ARCHITECTURAL STANDARDS

EXHIBIT F

0 300 600 1200

LOCATION: Fulshear, Texas CLIENT: Lou Waters, Fulshear Investments, & Mason Quest Investments DATE: December 24, 2025

© Copyright 2025 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole in any form or format without written consent of LJA.

The exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, and other features are approximate. The information provided within is considered approximate and approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

ARCHITECTURAL AND CONCEPTUAL REFERENCES

± 91.1 Ac. WATERS PUD - CONCEPTUAL ARCHITECTURAL STANDARDS

EXHIBIT F

LOCATION: Fulshear, Texas CLIENT: Lou Waters, Fulshear Investments, & Mason Quest Investments DATE: December 24, 2025

"P:\01 Planning\7364-01\04\02-City and Zoning\PUD Exhibits\7364-01\04_Waters PUD_Exhibits_11-03-25.indd"

0 300 600 1200

© Copyright 2025 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole or any form or format without written consent of LJA.

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation purposes. Information shown is based on best available information at the time of preparation and is subject to change examining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and subject to change. Any information or representations concerning the development, including the actual design, amenities, location, and character of the facilities shown on this exhibit are intended

LJA

± 91.1 Ac. WATERS PUD - CONCEPTUAL ARCHITECTURAL STANDARDS

EXHIBIT F

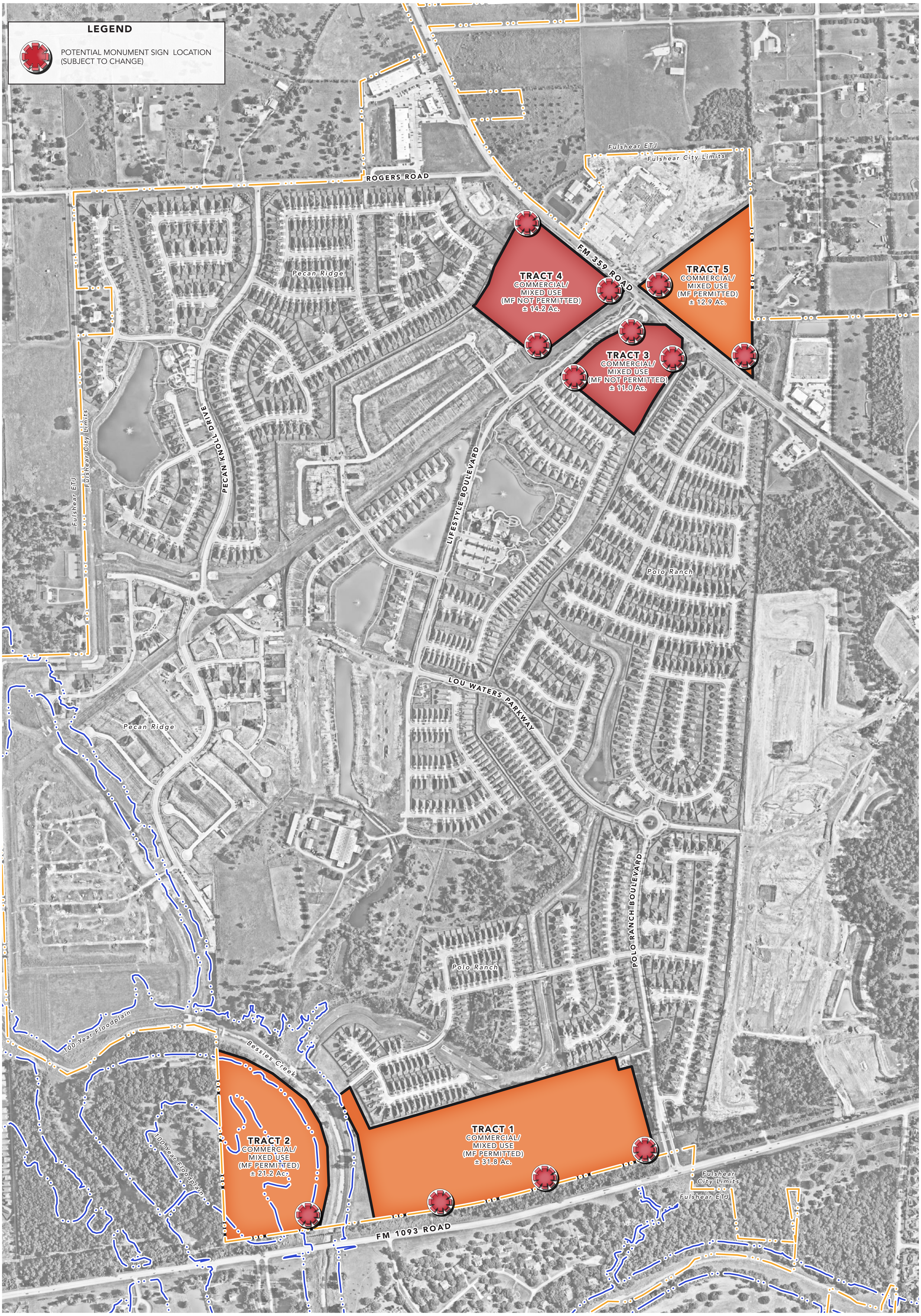
LOCATION: Fulshear, Texas CLIENT: Lou Waters, Fulshear Investments, & Mason Quest Investments DATE: December 24, 2025

"Y:\01 Planning\7364-01004\02-City and Zoning\PUD Exhibits\7364-01004_Waters PUD_Exhibits_11-03-25.indd"

N 0 300 600 1200

© Copyright 2025 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole in any form or format without written consent of LJA.

This exhibit is an illustrative representation for presentation purposes only and should not be used for computations or construction purposes. The information provided within should be considered a graphic representation to aid in understanding the proposed development. Any dimensions, distances, locations, sizes, specifications, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, function, and character of the facilities shown on this exhibit are intended.



LJA

± 91.1 Ac. WATERS PUD - SIGNAGE LOCATION EXHIBIT

EXHIBIT G

N

0 300 600 1200

LOCATION: Fulshear, Texas CLIENT: Lou Waters, Fulshear Investments, & Mason Quest Investments DATE: December 16, 2025

P:\01 Planning\7364-01004\02-City and Zoning\PUD Exhibits\7364-01004_Waters PUD_Exhibits_09-23-25.indd

© Copyright 2025 LJA Engineering, Inc. Drawings, written material, and design concepts provided is considered property of LJA & shall not be reproduced in part or whole in any form or format without written consent of LJA.

This exhibit is an illustrative representation for presentation purposes only and should not be used for computation or construction purposes. The information provided within should be considered a graphic representation to aid in determining plan components and relationships and is subject to change without notice. All property boundaries, easements, road alignments, drainage, flood plains, environmental issues and other information shown is approximate and should not be relied upon for any purpose. No warranties, express or implied, concerning the actual design, accuracy, location, and character of the facilities shown on this exhibit are intended.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Planning
PRESENTER: Joshua Brothers

ITEMS: IX.D
PREPARED BY: Josh Brothers

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1541, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING THE OFFICIAL CHAPTER 28, "COORDINATED DEVELOPMENT ORDINANCE (CDO)", ARTICLE II OF THE FULSHEAR CODE, DISSOLVING THE WALLIS STREET PLANNED UNIT DEVELOPMENT (PUD) AND REPLACING IT WITH THE WATERS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; AND PROVIDING FOR AN EFFECTIVE DATE

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

The properties that were formerly zoned into the Wallis Street Planned Unit Development (PUD) were rezoned into the Downtown District during the January 20th City Council meeting. Additionally, staff have been working with the Lou Waters group on establishing a PUD for various properties surrounding Del Webb and Polo Ranch. This newly developed PUD that is being proposed will replace the Wallis Street PUD where it appears in the CDO - specifically, Table 28-2-3 and Section 28-2-10.

RECOMMENDATION

The Planning and Zoning Commission recommended that the City Council approve Ordinance No. 2026-1541 prior to full legal review of the zoning status of the properties. City staff recommend that the City Council postpone Ordinance No. 2026-1541 until the regular scheduled meeting in November this year.

ATTACHMENTS:

ORDINANCE NO. 2026-1541 Wallis Street PUD-Waters PUD CDO Text Amendments.pdf

ORDINANCE NO. 2026-1541

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS AMENDING THE OFFICIAL CHAPTER 28, "COORDINATED DEVELOPMENT ORDINANCE (CDO)", ARTICLE II OF THE FULSHEAR CODE, DISSOLVING THE WALLIS STREET PLANNED UNIT DEVELOPMENT (PUD) AND REPLACING IT WITH THE WATERS PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL, AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * * * * * * * * *

WHEREAS, The City Council of the City of Fulshear, Texas, continuously reviews the City of Fulshear Code of Ordinances for opportunities to update, simplify, clarify, refine, and generally improve the Code to make it more effective and efficient and to remove portions of the Code that are no longer valid; and

WHEREAS, on September 15, 2020, the City Council adopted Ordinance No. 2020-1331, commonly known as the "Coordinated Development Ordinance" or "CDO", the same being codified as Chapter 28 of the Fulshear Code; and

WHEREAS, the City Council finds that due notice of a public hearing before the Planning and Zoning Commission was given and the hearing was held, after which the Planning and Zoning Commission submitted its final report to the City Council; and

WHEREAS, the City Council finds that due notice of a public hearing before the City Council was given and the hearing was held after having received the final report of the Planning and Zoning Commission; and

WHEREAS, the City Council has the authority and responsibility to protect the public health, safety, and general welfare of the community, including maintaining traffic safety and the aesthetic character of the community; and

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. Findings of Fact

The City Council hereby finds and declares that the statements set forth in the preamble of this Ordinance are true and correct and are adopted as findings of fact and incorporated herein for all purposes.

Section 2. Chapter 28, Article II, Table 2-3 of the Fulshear Code is hereby amended to read as follows:

"

Table 28-2-3 Zoning Districts				
Zoning District	Future Land Use Class	Neighborhood Type	The purpose of this zoning district and neighborhood type is to provide for:	Former Zoning District
Residential				
Estate Residential (ER)	Estate Residential	Conventional	Estate-sized, two acre or larger lots or parcels for single-family detached dwellings.	R-1
Suburban Residential (SR)	Suburban Residential	Conventional	Single-family detached neighborhoods with moderately sized lots.	New
		Planned	A planned neighborhood for single-family detached and attached dwellings that has increased density and an increased percentage of common open space used for parks and greenways, to preserve environmental resources, and to transition between housing types and from abutting developments.	

Table 28-2-3 Zoning Districts				
Zoning District	Future Land Use Class	Neighborhood Type	The purpose of this zoning district and neighborhood type is to provide for:	Former Zoning District
Fulshear Run Planned Unit Development (FR)		Planned	See City of Fulshear, TX Ordinance 2014-1138.	PUD

Semi-Urban Residential (SU)	Suburban Residential and Multi-Family Residential	Conventional	Single-family detached neighborhood with modest sized lots and minimal common open space.	R-2
		Planned	A planned neighborhood development for single-family detached and attached and multiple-family dwellings that has increased density from the conventional development option and an increased percentage of common open space used for parks and greenways, to preserve environmental resources, to transition between housing types and from abutting developments, and as neighborhood amenities.	MF & R-2
Manufactured Housing (MH)	Manufactured Housing	Manufactured	A manufactured home park and manufactured homes are permitted in this district subject to design and development standards.	MH
Nonresidential				
Table 28-2-3 Zoning Districts				
Zoning District	Future Land Use Class	Neighborhood Type	The purpose of this zoning district and neighborhood type is to provide for:	Former Zoning District
Suburban Commercial (SC)	Suburban Commercial	Office, Limited Retail, and Non-Retail	A range of small-scale commercial retail, service, and office uses with building and site design standards that are compatible and cohesive with abutting and adjacent residential uses and characterized by buildings that are smaller scale than the typical General Commercial (GC) building	CF

Suburban Office (SO)		Office, research and technology	An employment center planned as a corporate park with larger-scale professional office and institutional buildings with site and building design standards and shared public amenities.	New
Downtown (DD)	Urban Mixed-Use	Mixed Commercial Office, Retail and Residential	A traditional downtown core and fringe that includes a blend of locally historic and new buildings in a compact, highly walkable area that provides for mixed-use while honoring and respecting the original town character and neighborhood areas. Parking is principally handled on-street and in coordinated and centralized off-street locations that are well-designed and integrated into the fabric of the Downtown.	DD
~~Wallis Street Planned Unit Development (PUD)~~Waters Planned Unit Development (PUD)	General Commercial	Retail and Services	See City of Fulshear, TX Ordinance ~~2018-1268~~2026-1541.	PUD

Table 28-2-3
Zoning Districts

Zoning District	Future Land Use Class	Neighborhood Type	The purpose of this zoning district and neighborhood type is to provide for:	Former Zoning District
General Commercial (GC)			A broad range of single-use and multi-tenant centers that vary in scale and have on-site and shared parking.	C
Industrial (IN)	Industrial	Light Manufacturing and Warehousing	Industrial uses that are primarily operated indoors with certain related outdoor activities, on-site storage, and truck traffic are subject to specific use standards.	I

“

Section 3. Chapter 28, Article II, Section 2-10 of the Fulshear Code is hereby amended to read as follows:

28-2-10. ~~**Wallis Street planned unit development (WS).**~~**Waters Planned Unit Development.**

See City of Fulshear, TX Ordinance~~-~~ 2026-1540~~2018-1268~~

Section 4. *Severability*. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 5. *Repeal.* All ordinances or parts of ordinances in force when the provisions of the Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 6. *Effective Date.* This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, AND ADOPTED this the 16th day of June, 2026.

_____

Don McCoy, Mayor

City of Fulshear

ATTEST:

_____

Mariela Rodriguez, City Secretary

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: IX.E
DEPARTMENT: Planning
PREPARED BY: Josh Brothers
PRESENTER: Joshua Brothers

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FOURTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, LLC., FULSHEAR EQUINE, LLC., MASON EQUEST INVESTMENT, LLC., AND LOUIS A. WATERS

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

Currently Mr. Waters owns 5 tracts of land that exist within either the development agreement between the City of Fulshear and MUD 174 or MUD 245. Mr. Waters has requested that the City rezone these properties from the Semi-Urban Residential and General Commercial Districts into the proposed Waters PUD. Should the rezone request be approved the development agreements will need to be amended by updating the exhibit that governs the uses allowed on the properties. The new exhibit will show these properties as zoned in the Waters PUD, the standards for this zone will be codified in the Coordinated Development Ordinance.

RECOMMENDATION

City staff recommend that the City Council deny the fourth amendment to the development agreement between the City of Fulshear, Fulshear Investments, LLC., Fulshear Equine, LLC., Mason Equest Investment, LLC., and Louis A. Waters. Rather than making an amendment to the development agreement, City staff recommends that we reaffirm that the properties within the development agreement are zoned appropriately in accordance with the development agreement. Staff recommend that City Council postpones this amendment until the regular scheduled meeting in November of this year.

ATTACHMENTS:

Waters - City of Fulshear - 4th Amendment to Development Agreement 1.pdf

FOURTH AMENDMENT TO DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, LLC, FULSHEAR EQUINE, LLC, MASON EQUEST INVESTMENT, LLC, AND LOUIS A. WATERS

This Fourth Amendment to Development Agreement (this "Amendment") is made and entered into as of _____, 2026 (the "Effective Date"), by and among THE CITY OF FULSHEAR, TEXAS (the "City"), a home rule municipality in Fort Bend County, Texas, acting by and through its governing body, the City Council of Fulshear, Texas; FULSHEAR INVESTMENTS, LLC, a Texas limited liability company ("Fulshear Investments"); FULSHEAR EQUINE, LLC, a Texas limited liability company ("Fulshear Equine"); MASON EQUEST INVESTMENT, LLC, a Texas limited liability company ("Mason"); and LOUIS A. WATERS ("Waters") (Fulshear Investments, Fulshear Equine, Mason, and Waters are collectively referred to herein as "Landowners").

RECITALS

The City and Landowners entered into a Development Agreement dated as of January 5, 2016 (the "Original Agreement"), with regard to approximately 280.315 acres of land in Fort Bend County, Texas (referred to in the Original Agreement as the "Property").

The Original Agreement has been amended by that certain First Amendment to Development Agreement dated as of July 16, 2019 (the “First Amendment”), that certain Second Amendment to Development Agreement dated as of January 19, 2021 (the “Second Amendment”), and that certain Third Amendment to Development Agreement dated as of January 19, 2021 (the “Third Amendment”) (the Original Agreement, as so amended, is referred to herein as the "Agreement").

Pursuant to the First Amendment, the Property subject to the Agreement was expanded to include, among other property, approximately 66.136 acres, composed of three (3) separate tracts (the "PUD Tracts"), as more particularly described and depicted in said amendment as Tracts B, D, and F.

The Landowners identified in this Agreement are the owners of the PUD Tracts.

The Landowners desire to develop the PUD Tracts in accordance with the Waters Planned Unit Development (the “Waters PUD”) attached hereto as Exhibit A.

The Agreement provides that the City and the owners of land subject to the Agreement may amend the Agreement as to that land only without the joinder of any other party.

The City and the Landowners desire to amend the Agreement to provide for the development of the PUD Tracts in accordance with the Waters PUD.

The City is authorized to enter into this Amendment pursuant to Section 212.172 of the Texas Local Government Code and the City of Fulshear Home Rule Charter. The City and Landowners are proceeding in reliance on the enforceability of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Landowners agree as follows:

1. The Agreement is hereby amended to provide that the PUD Tracts shall be developed in accordance with the Waters PUD, including the regulations, standards, and land use plans set forth therein. The Waters PUD is hereby incorporated into the Agreement by reference for all purposes with respect to the PUD Tracts.

2. The City and Landowners agree that, with respect to the PUD Tracts, the development standards, land uses, and regulations contained in the Waters PUD shall control and supersede any conflicting provisions of the Agreement and/or the City's ordinances, including the Development Ordinance, to the extent of such conflict.

3. The Agreement, as amended hereby, shall remain in full force and effect. All rights, duties, and obligations of the parties under the Agreement, except as specifically modified by this Amendment with respect to the PUD Tracts, are hereby ratified and confirmed.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of the Effective Date.

CITY OF FULSHEAR, TEXAS

By: _____
Don McCoy, Mayor

ATTEST:

_____
Mariela Rodriguez, City Secretary

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Don McCoy, Mayor of the City of Fulshear, Texas.

_____
Notary Public, State of Texas

FULSHEAR INVESTMENTS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, _____ of Fulshear Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

FULSHEAR EQUINE, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, _____ of Fulshear Equine, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

MASON EQUEST INVESTMENT, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, _____ of Mason Equest Investment, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

_____
LOUIS A. WATERS

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Louis A. Waters.

_____
Notary Public, State of Texas

EXHIBIT A

Ordinance No. 2026-1540

Waters Planned Unit Development

[A copy of the Waters Planned Unit Development follows this cover page.]

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Planning
PRESENTER: Joshua Brothers

ITEMS: IX.F
PREPARED BY: Josh Brothers

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE FIFTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FULSHEAR, TEXAS, AND FULSHEAR INVESTMENTS, LLC.

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

Currently Mr. Waters owns 5 tracts of land that exist within either the development agreement between the City of Fulshear and MUD 174 or MUD 245. Mr. Waters has requested that the City rezone these properties from the Semi-Urban Residential and General Commercial Districts into the proposed Waters PUD. Should the rezone request be approved the development agreements will need to be amended by updating the exhibit that governs the uses allowed on the properties. The new exhibit will show these properties as zoned in the Waters PUD, the standards for this zone will be codified in the Coordinated Development Ordinance.

RECOMMENDATION

City staff recommend that the City Council postpone the fifth amendment to the development agreement between the City of Fulshear and Fulshear Investments, LLC. until the regular scheduled meeting in November of this year.

ATTACHMENTS:

Waters - City of Fulshear - 5th Amendment to Development Agreement.pdf

FIFTH AMENDMENT TO DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF FULSHEAR, TEXAS,
AND FULSHEAR INVESTMENTS, LLC

This Fifth Amendment to Development Agreement (this "Amendment") is made and entered into as of _____, 2026 (the "Effective Date"), by and between THE CITY OF FULSHEAR, TEXAS (the "City"), a home rule municipality in Fort Bend County, Texas, acting by and through its governing body, the City Council of Fulshear, Texas; and FULSHEAR INVESTMENTS, LLC, a Texas limited liability company ("Landowner").

RECITALS

The City and Landowner entered into a Development Agreement dated as of January 5, 2016 (the "Original Agreement"), with regard to approximately 270.482 acres of land in Fort Bend County, Texas (referred to in the Original Agreement as the "Property").

The Original Agreement has been amended by that certain Amendment to Development Agreement dated as of June 20, 2017 (the “First Amendment”), that certain Second Amendment to Development Agreement, the same being executed by the City on January 15, 2019, and by Century Land Holdings of Texas, LLC on January 23, 2019 (the “Second Amendment”), that certain Third Amendment to Development Agreement dated as of July 16, 2019 (the “Third Amendment”), and that certain Fourth Amendment to Development Agreement dated as of June 9, 2020 (the “Fourth Amendment”) (the Original Agreement, as so amended, is referred to herein as the "Agreement").

Pursuant to the Third Amendment, the Property subject to the Agreement was expanded to include, among other property, approximately 47.22 acres, composed of a separate tract (the "PUD Tract"), as more particularly described and depicted in said amendment as Tract C.

The Landowner identified in this Agreement is the owner of the PUD Tract.

The Landowner desires to develop the PUD Tract in accordance with the Waters Planned Unit Development (the “Waters PUD”) attached hereto as Exhibit A.

The Agreement provides that the City and the owners of land subject to the Agreement may amend the Agreement as to that land only without the joinder of any other party.

The City and the Landowner desire to amend the Agreement to provide for the development of the PUD Tract in accordance with the Waters PUD.

The City is authorized to enter into this Amendment pursuant to Section 212.172 of the Texas Local Government Code and the City of Fulshear Home Rule Charter. The City and Landowner are proceeding in reliance on the enforceability of this Amendment.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the City and Landowner agree as follows:

1. The Agreement is hereby amended to provide that the PUD Tract shall be developed in accordance with the Waters PUD, including the regulations, standards, and land use plans set forth therein. The Waters PUD is hereby incorporated into the Agreement by reference for all purposes with respect to the PUD Tract.

2. The City and Landowner agree that, with respect to the PUD Tract, the development standards, land uses, and regulations contained in the Waters PUD shall control and supersede any conflicting provisions of the Agreement and/or the City's ordinances, including the Development Ordinance, to the extent of such conflict.

3. The Agreement, as amended hereby, shall remain in full force and effect. All rights, duties, and obligations of the parties under the Agreement, except as specifically modified by this Amendment with respect to the PUD Tract, are hereby ratified and confirmed.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of the Effective Date.

CITY OF FULSHEAR, TEXAS

By: _____
Don McCoy, Mayor

ATTEST:

_____
Mariela Rodriguez, City Secretary

STATE OF TEXAS §
§
COUNTY OF FORT BEND §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Don McCoy, Mayor of the City of Fulshear, Texas.

_____
Notary Public, State of Texas

FULSHEAR INVESTMENTS, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
§
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2026, by _____, _____ of Fulshear Investments, LLC, a Texas limited liability company, on behalf of said limited liability company.

_____
Notary Public, State of Texas

EXHIBIT A

Ordinance No. 2026-1540

Waters Planned Unit Development

[A copy of the Waters Planned Unit Development follows this cover page.]

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: IX.G
DEPARTMENT: Planning
PREPARED BY: Josh Brothers
PRESENTER: Joshua Brothers

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE A UTILITY AGREEMENT FOR REALLOCATION OF UTILITY CONNECTIONS UNDER UTILITY AGREEMENT AMONG THE CITY OF FULSHEAR, TEXAS, FULSHEAR INVESTMENTS, LLC., FULSHEAR EQUINE, LLC., MASON EQUEST INVESTMENT, LLC., LOUIS A. WATERS, PULTE HOMES OF TEXAS, L.P., FULSHEAR WF-I LAND, LLC., AND INTEGRATED FULSHEAR II SLP, LLC.

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

The utility agreement will reallocate service units (water meters) across the properties owned by Mr. Waters as well as property owned by Pulte Homes. It is important to note that this agreement does not add additional capacity to these properties, nor does it obligate the City to provide additional service units. These service units have been taken into consideration when developing and updating the City's Water and Wastewater Masterplan since 2019. Should the Waters PUD proposal be denied or not come to fruition then the approval of this utility agreement will not be necessary.

RECOMMENDATION

City staff recommend that the City Council postpone the utility agreement between the City of Fulshear, Fulshear Investments, LLC., Fulshear Equine LLC., Mason Equest Investment, LLC., Louis A. Waters, Pulte Homes of Texas, L.P., Fulshear WF-I Land, LLC., and Integrated Fulshear II SLP, LLC. until the regular scheduled meeting in November of this year.

ATTACHMENTS:

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: IX.H
DEPARTMENT: Administration
PREPARED BY: Kimberly Kopecky
PRESENTER: Mayor Don McCoy

SUBJECT: CONSIDERATION AND POSSIBLE ACTION REGARDING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF FULSHEAR AND 1093 FTS LLC REGARDING THE DEVELOPMENT AND FINANCING OF THE FULSHEAR TOWN SQUARE PROJECT

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

The Mayor has requested that this item be placed on the City Council agenda pursuant to Article III, Section 3.09(e) of the City Charter.

The proposed MOU between the City of Fulshear and 1093 FTS LLC establishes a framework for the Fulshear Town Square Project, a mixed-use development along FM 1093 that may include a hotel, conference center, sports complex, structured parking, and related infrastructure. Proposed financing tools include a municipal management district (MMD), a tax increment reinvestment zone (TIRZ), and potential Chapter 380 agreements. 1093 FTS LLC has also proposed the addition of another tract of land, and its development as a mixed-use center approximately at Huggins and FM 359, be included in the same special district. Staff has requested this be evaluated separately.

The applicant has paid the required incentive application fee, but the application has not gone through a complete review by EDC staff at the time of agenda/packet preparation. Staff review has identified a zoning prohibition for a contemplated battery storage component shown on the site plan, further details necessary to determine zoning approval of the Huggins/359 proposed development, the appropriate approach to establishing the MMD, financing and ownership of public facilities, more clarity regarding long-term operating and maintenance costs, and the City's potential financial or liability obligations of those facilities. Legal review of the proposed MOU has also not been completed. Certain MOU provisions would be binding upon execution, making clarification of their scope, including exclusivity and recovery of City review costs, important before signing.

RECOMMENDATION

Staff seeks Council input on the broader concepts of the proposal, including the sports complex, and conference center being public facilities, and the MMD financing vehicle. However, staff would not recommend approval of the MOU at this time until items noted in the executive summary are resolved.

ATTACHMENTS:

MOU - Fulshear Town Square V3 - CLEAN (1).pdf
261013 - FULSHEAR - PRESENTATION

MEMORANDUM OF UNDERSTANDING

BETWEEN

CITY OF FULSHEAR, TEXAS

AND

1093 FTS LLC

REGARDING THE DEVELOPMENT AND FINANCING

OF

THE FULSHEAR TOWN SQUARE PROJECT

This Memorandum of Understanding (this "MOU") is entered into as of October ____, 2026 (the "Effective Date"), by and between the City of Fulshear, Texas, a Texas home-rule municipal corporation (the "City"), and 1093 FTS LLC, a Texas limited liability company (the "Developer") (each a "Party" and together the "Parties").

RECITALS

1. The Developer owns or controls approximately 18.662 acres of real property located within the City as described on Exhibit "A", attached hereto (the "Town Center Property"), and approximately 4.7332 acres of real property located within the City as described on Exhibit "C", attached hereto (the "Mixed Use Lofts Property" and, together with the Town Center Property, the "Properties").

2. The Developer desires to develop the Town Center Property as a mixed-use town center (the "Town Center Project") consisting of: (i) office space; (ii) restaurants and retail space; (iii) structured parking garages; (iv) a sports complex; (v) a conference center; and (vi) a hotel, substantially as depicted in the conceptual plan attached as Exhibit "B" (the "Town Center Concept"), subject to refinement during development design and City development review.

3. The Developer desires to develop the Mixed Use Lofts Property as a mixed-use development consisting of ground floor retail space with market rate multifamily loft units in accordance with the rules set out in the Downtown District zoning applicable to the Mixed Use Lofts Property (the "Mixed Use Lofts Project" and, together with the Town Center Project, collectively, the "Project"), substantially as depicted in the conceptual plan attached as Exhibit "D" (the "Mixed Use Lofts Concept Plan"), subject to refinement during development design and City development review.

4. The Developer proposes to finance the water, sewer, drainage utility infrastructure and streets, parks, recreational facilities, the conference center, the sports complex, and the parking facilities associated with the conference center and the sports complex, in each case as described in Section 4.1 (the "Public Facilities") required to serve the Project through a municipal management district operating under Chapter 375 of the Texas Local Government Code (the "MMD").

5. The City is willing to create a tax increment reinvestment zone under Chapter 311 of the Texas Tax Code (the "TIRZ") encompassing the Project, and to request that Fort Bend County (the "County") participate in the TIRZ, in order to reimburse the Developer for the cost of certain Public Facilities and to serve as an additional incentive for the Developer to undertake the Project.

6. The hotel, restaurants, retail and office space, the parking facilities associated with those components, and the Mixed-Use Lofts Project (the "Private Facilities") are intended to be privately financed, owned, and managed by the Developer or its affiliates, provided that the hotel may receive limited public financing through a Chapter 380 agreement as described in Section 3.1. The conference center and the sports complex, together with the parking facilities associated with those components, are intended to be Public Facilities, as further described in Section 4.1.

7. The Project is intended to be consistent with the City of Fulshear Comprehensive Plan and Existing Conditions Report adopted October 19, 2021.

8. The Parties desire to set forth in this MOU their mutual, non-binding understanding of the general terms upon which they will proceed to negotiate and pursue definitive agreements for the Project, subject in all respects to City Council approval of each such definitive agreement following all legally required notices, hearings, and findings.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

AGREEMENT

1. Nature and Effect of this MOU.

1.1 Non-Binding Term Sheet. Except for Sections 2.1.1 (Existing MMD), 6 (Exclusivity), 7 (Costs and Expenses), 9 (Confidentiality), and 11 (Miscellaneous) (collectively, the "Binding Provisions"), which are intended to be binding and enforceable upon execution, this MOU is a non-binding statement of the Parties' mutual intent and does not obligate either Party to proceed with the Project, the MMD, or the TIRZ, or to approve any definitive agreement. All financial commitments described in this MOU are subject to due diligence, negotiation of definitive documentation, and, for the City, City Council approval following public notice, and any hearing as required by law.

1.2 No Debt or Tax Pledge. Nothing in this MOU obligates the City or the County to levy any tax, issue any general obligation or certificate of obligation debt, or pledge its general credit or taxing power to the Project. Any MMD Bonds and any TIRZ-supported obligations are and will be limited obligations payable solely from the sources described in the definitive MMD and TIRZ documents.

2. Formation of Project Entities and Financing Vehicles.

2.1 The MMD.

2.1.1 Existing MMD. The City has previously approved creation of Fulshear Town Center Management District (the "MMD"), Chapter 3903, Special Districts Local Laws Code (the "Act") which has not been activated. A recommendation of the serving members of the Board of Directors of the MMD for the appointment of continuing and/or replacement directors is attached as Exhibit "E". The Town Center Property is situated within the existing boundaries of the MMD. The City hereby approves the recommended directors, appoints the recommended persons as Directors of the MMD, and consents to the annexation of the Mixed-Use Lofts Property into the MMD as determined by the MMD Board of Directors. Other existing owners of property within the MMD will be afforded an opportunity to opt out of the MMD and to exclude their respective properties from the MMD.

2.1.2 MMD Bonds. MMD bonds, as determined in definitive documentation, may be issued/entered into with a term of up to thirty (30) years, subject to City Council approval, the City's current Policies, and bond counsel and financial advisor review. It is anticipated that the MMD tax will not exceed $1.41.

2.2 The TIRZ.

2.2.1 TIRZ Designation. The City will consider designation of the TIRZ encompassing the Project (or a larger area, at the City's discretion) and adoption of a project plan and reinvestment zone financing plan identifying eligible reimbursable costs, which the Parties anticipate will include any and all Public Facilities.

2.2.2 County Participation. The City will request that the County consider participation in the TIRZ pursuant to an interlocal agreement, and the Developer will reasonably cooperate with the City in presenting the Project to the County.

2.3 Cost and Financial Matters.

2.3.1 Project Costs. The Developer has estimated the costs of the Public Facilities and the projected assessed valuation of the Private Facilities on Exhibit "F" for analysis by the City and projections of the estimated ad valorem tax by the MMD, the value of any TIRZ or 380 Agreement grants or payments, and the impact of each financing option on the Project. All such projections are to be considered trade secrets and draft documents and not disclosable under the Public Information Act until final Development Agreements and related agreements are approved by the Parties.

2.3.2 Impact Fees. The Developer will pay to the City utility impact fees for utility capacities to be utilized by the Project, as a part of (and not in lieu of) the cost of the Public Facilities.

2.3.3 Expense Escrow. The Developer will fund an escrow deposit to reimburse the City's reasonable third-party costs (i.e., appraisal, and city attorney review) related to the MOU, all reimbursable from Bond proceeds at closing to the extent permitted by law.

2.3.4 Developer Reimbursement Agreement. A separate developer reimbursement agreement will set out the reimbursable cost categories, draw/certification procedures, reimbursement source (optional pay-as-you-go increment for TIRZ-supported obligations), maximum reimbursement amount, and term (which may extend up to forty (40) years, subject to Chapter 311, City Council, and County approval). It is anticipated that all City ad valorem taxes with respect to the Projects over $500,000 per year and all County ad valorem taxes with respect to the Projects will be available to fund all projects or applicable debt service.

2.3.5 The 380 Agreements. To the extent sales tax and hotel occupancy tax grants are legally permitted to be utilized by the Parties with respect to any component of the Project without resulting in negative consequences to the maximum tax rate calculation required by the Tax Code, the Parties agree to enter into a 380 agreement to fund and/or reduce costs to the Project as permitted by law. The Parties anticipate that such 380 agreement(s) will provide for (a) a grant to the Developer of sales and use tax revenue received by the City from taxable sales within the Project, other than sales at the hotel, to fund or reimburse the cost of Public Facilities, and (b) the hotel grant described in Section 3.1.

2.3.6 Public Private Partnership ("P3"). To the extent agreed upon by the Parties, the MMD may adopt P3 guidelines, and procure any Project goods or services utilizing the process permitted by Chapter 2268, Government Code.

2.3.7 Tax Exempt Leasing Facility. To the extent agreed upon by the Parties, the City and the Developer may agree to a tax-exempt leasing facility to procure or finance any portion of the Project permitted to be so financed.

2.3.8 No Duplicate Reimbursement. The Parties acknowledge that MMD funded costs, TIRZ-reimbursed costs, and any 380 Agreement grants must be separately and exclusively identified to avoid duplicate reimbursement of the same cost item.

2.4 City Support of Town Center Property Access Requirements.

2.4.1 Background to Town Center Property Access Requirements. As background to the cooperation and mutual support regarding the access drives required by Developer for the Town Center Project, the Parties recognize that in connection with the widening and improvement of FM 1093, the current owner of the Town Center Property donated that certain portion of its FM 1093 frontage requested by TxDOT (the "Donation Property") for such widening and improvement. Additionally, as an unintended consequence of this donation, the Town Center Property was disconnected from the access easement extending to Fulshear Trace (the "Fulshear Trace Easement") that benefited the Town Center Property, which Fulshear Trace Easement extended from the Donation Property over and across the property immediately adjacent and to the west of the Town Center Property currently owned by HEB Grocery (the "HEB Property") and connecting to Fulshear Trace. This "disconnected" Fulshear Trace Easement is now described as Tax Parcel 2690-07-001-0140-914 in the Property Tax Records of Fort Bend County, Texas. As further background, the Master Thoroughfare Plan for the area has historically contemplated that McKinnon Rd eventually be extended west from the Fulshear Run Trail roundabout and running along the rear of the Town Center Property and the HEB Property and connecting to Fulshear Trace (the "McKinnon Rd Extension").

2.4.2 Access Drives to FM 1093 and future McKinnon Rd Extension. In light of the background set out hereinabove, the City agrees to (a) provide written support to TxDOT in favor of two access driveway connections to the FM 1093 access road as requested by Developer, and (b) require that any such future McKinnon Rd Extension, whether in its entirety or as a partial extension from Fulshear Trace, provide applicable driveway connection access to the Town Center Property and HEB Property for both improved traffic flow and fire access to the respective parcels. The City will encourage and support the cooperation and collaboration of the relevant landowners abutting the McKinnon Rd Extension for fair and equitable planning of such McKinnon Rd Extension and the associated and necessary right-of-way determination and dedication, whether in its entirety or as a partial extension from Fulshear Trace.

3. Privately Financed Components.

3.1 Private Financing. The Private Facilities will be privately financed, owned, and managed by the Developer or its affiliates, without City or County debt or credit support, except to the extent the Parties agree in definitive documentation to a limited, City Council-approved incentive (e.g., a Chapter 380, hotel occupancy tax-based agreement or tax abatement) for one or more of these components. In particular, the hotel will be privately owned and operated by the Developer or its affiliates as a Private Facility, and the Parties anticipate that the City will enter into a Chapter 380

agreement with the owner of the hotel granting to such owner all or a portion of the City's hotel occupancy tax and sales and use tax revenues generated by the hotel, for a term and subject to a maximum amount to be set in definitive documentation, to the extent permitted by Chapter 351 of the Texas Tax Code and other applicable law, in consideration of the hotel's support of the conference center and of tourism and convention activity in the City. Such hotel grant will not make the hotel a Public Facility or subject it to MMD financing.

3.2 Developer Responsibility. The Developer will be responsible for all construction, permanent financing, leasing, and operations of the Private Facilities, subject to City development standards, the Comprehensive Plan, and applicable ordinances.

4. Hotel, Parking, Sports Complex and Conference Center Integration.

4.1 Entity Structure. The hotel, retail space, restaurants, office and medical office space, together with the parking facilities associated with those components, will be privately financed, owned, and operated by the Developer or its affiliates as Private Facilities, and the Developer or its affiliates may charge fees for such parking. The conference center and the sports complex, together with the parking facilities associated with those components, will be Public Facilities. The Parties will negotiate a condominium regime, reciprocal easement agreement, or similar instrument to allocate ownership, use rights, cost-sharing, and maintenance responsibility among the Public Facilities and the Private Facilities to the extent they share a site or structure, and to identify with specificity the parking facilities associated with each. The costs of the Public Facilities described in this Section 4.1 will be eligible for financing and reimbursement on the same basis as the other Public Facilities, subject to Section 2.3.8 and to confirmation by bond counsel and the financial advisor that such costs are eligible for the applicable financing source.

5. Sequencing and Conditions Precedent.

5.1 Timeline. The Parties anticipate the sequencing set forth in the timeline attached as Exhibit "G". The Developer's obligation to construct Public Facilities costing in excess of MMD funded amounts, and the City's obligation to enter into the TIRZ developer reimbursement agreement, are conditioned upon, among other things: (i) City Council approval of the MMD and the TIRZ, following all required notices and hearings; (ii) execution of a definitive Development Agreement; (iii) if applicable, County approval of TIRZ participation; and (iv) satisfactory completion of due diligence by each Party.

6. Exclusivity.

6.1 Exclusive Relationship. For a period of one hundred eighty (180) days following the Effective Date (the "Exclusivity Period"), the City agrees to negotiate exclusively with the

Developer regarding the Project and will not solicit or negotiate with any other developer regarding a substantially similar town center project on the Properties, provided the Developer is diligently pursuing the Project and this MOU has not been terminated. The Exclusivity Period may be extended by mutual written agreement.

6.2 No other Competing City Projects. The City represents that it is not in any agreement or in negotiating with any person or group with respect to any project regarding this Property.

7. Costs and Expenses.

7.1 Reimbursement of Cost. Except as otherwise agreed in Section 2.3.3 and definitive documentation, each Party will bear its own costs incurred in connection with this MOU and the negotiation of definitive documentation, provided that the Developer has reimbursed the City's reasonable and documented third-party out-of-pocket costs of $1,500 already paid to evaluate and negotiate the Development Agreement, the planning, financing and construction of the Project from the proceeds of any financing hereunder.

8. No Third-Party Beneficiaries; No Partnership.

8.1 Relationship of Parties. This MOU does not create any partnership, joint venture, or agency relationship between the Parties, and confers no rights on any third party, including any prospective tenant, lender, or capital partner of the Developer, or any other taxing unit.

9. Confidentiality.

9.1 Confidential Business Trade Secrets. Except as required by the Texas Public Information Act or other applicable law, each Party will use reasonable efforts to maintain the confidentiality of proprietary financial models, proformas, and similar non-public information exchanged in connection with this MOU, subject to the City's obligations as a governmental body under Texas open records and open meetings laws.

10. Term and Termination.

10.1 This MOU will remain in effect until the earlier of (a) execution of the definitive Development Agreement, (b) twenty-four (24) months from the Effective Date, or (c) written termination by either Party upon thirty (30) days' notice, provided that the Binding Provisions will survive any termination.

11. Miscellaneous.

11.1. Governing Law. This MOU is governed by the laws of the State of Texas, without regard to conflict of laws principles.

11.2. Public Meetings. Nothing in this MOU limits the City's obligations under the Texas Open Meetings Act or Texas Public Information Act.

11.3. Amendment. This MOU may be amended only by a written instrument signed by both Parties (and, for the City, approved by City Council).

11.4. Counterparts. This MOU may be executed in counterparts, each of which is deemed an original.

11.5. Further Documentation. The Parties acknowledge that this MOU will be superseded and implemented through, among other documents, a Development Agreement, MMD Bond or reimbursement documents, TIRZ designation ordinance and project/financing plan, County interlocal participation agreement, TIRZ developer reimbursement agreement, and (if applicable) a Chapter 380 agreement, each subject to separate City Council (and, where applicable, County Commissioners Court) approval.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Parties have executed this MOU as of the Effective Date.

CITY OF FULSHEAR, TEXAS

By: _____
Name: Don McCoy_____
Title: Mayor_____
Date: _____

1093 FTS LLC

By: _____
Name: Joe Veytia_____
Title: Manager_____
Date: _____

Exhibit "A" – Town Center Property
Exhibit "B" – Town Center Concept
Exhibit "C" – Mixed Use Lofts Property
Exhibit "D" – Mixed Use Lofts Concept Plan
Exhibit "E" – MMD Directors Appointment and City Consent to Annexation
Exhibit "F" – Project Costs and Valuation
Exhibit "G" – Formation and Financing Timeline

Exhibit "A"
Town Center Property

Ft. Bend County Appraisal District Legal Description

Quick Ref ID: R118457 For Year 2025

Property Details

Account		
Quick Ref ID:	R118457	**Geographic ID:** 0029-00-000-1133-901
Type:	Real Land	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	Bois D Arc RD, REAR, Fulshear, TX 77441	
Map ID:	A-027-P, A-038-B	**Mapsco:**
Legal Description:	0029 C Fulshear, ACRES 18.662	
Abstract/Subdivision:	0029 - C Fulshear	
Neighborhood:	5958	
January 1 Owner		
Owner ID:	O0597202	
Name:	Fulshear Real Estate Partners LP	
Agent:	National Realty Consultants	
Mailing Address:	4007 Penn LN Richmond, TX 77406-8730	
% Ownership:	100.00%	
Exemptions:	AG - Agriculture Use For privacy reasons not all exemptions are shown online.	

Exhibit "B"
Town Center Concept

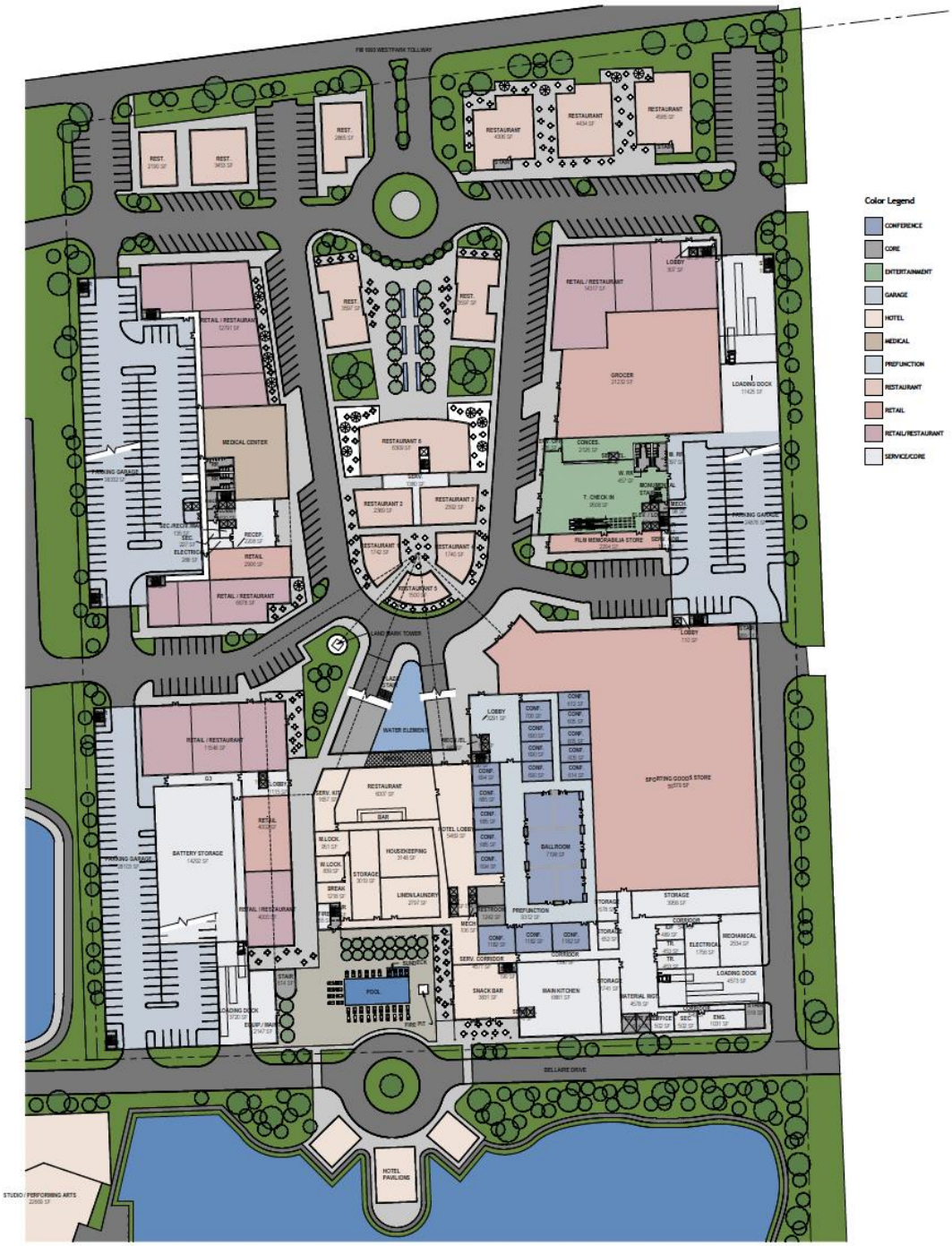

Color Legend
CONFERENCE
CORE
ENTERTAINMENT
GARAGE
HOTEL
MEDICAL
PREFUNCTION
RESTAURANT
RETAIL
RETAIL/RESTAURANT
SERVICE/CORE
FM 1960 WESTPARK TOLLWAY
BELLAIRE DRIVE
LAND MARK TOWER
WATER ELEMENT
MEDICAL CENTER
GROCER
LOADING DOCK
SPORTING GOODS STORE
BALLROOM
PREFUNCTION
MAIN KITCHEN
SNACK BAR
POOL
HOTEL PAVILIONS
STUDIO / PERFORMING ARTS
BATTERY STORAGE
HOUSEKEEPING
LINEN/LAUNDRY
MECHANICAL
ELECTRICAL

Exhibit "C"
Mixed Use Lofts Property

Ft. Bend County Appraisal District Legal Description

Quick Ref ID: R122244 For Year 2025

Property Details

Account		
Quick Ref ID:	R122244	**Geographic ID:** 0029-00-000-0883-901
Type:	Real Land	**Zoning:**
Property Use:		**Condo:**
Location		
Situs Address:	7926 FM 359 RD, Fulshear, TX 77441	
Map ID:	A-027-J	**Mapsco:**
Legal Description:	0029 C Fulshear, ACRES 4.7332	
Abstract/Subdivision:	0029 - C Fulshear	
Neighborhood:	5958	
January 1 Owner		View Linked Properties
Owner ID:	O0605557	
Name:	Fulshear Real Estate Partners II LP	
Agent:	National Realty Consultants	
Mailing Address:	4007 Penn LN Richmond, TX 77406-8730	
% Ownership:	100.00%	
Exemptions:	CBL - Circuit Breaker Limitation For privacy reasons not all exemptions are shown online.	

Exhibit "D"
Mixed Use Lofts Concept Plan

PARKING COUNT		
LEVEL	TYIPCAL SPACE	TOTAL
SURFACE	32	*32*
GARAGE		
1	91	*91*
2	149	*149*
3	149	*149*
4	149	*149*
5	149	*149*
TOTAL	719	*719*

UNIT MIX				
LEVEL	1BR	2BR	STUDIO	UNIT TOTAL
1	34	4	7	*45*
2	58	10	12	*80*
3	58	10	12	*80*
4	58	10	12	*80*
TOTAL	208	34	43	*285*
RATIO	73%	12%	15%	*100%*

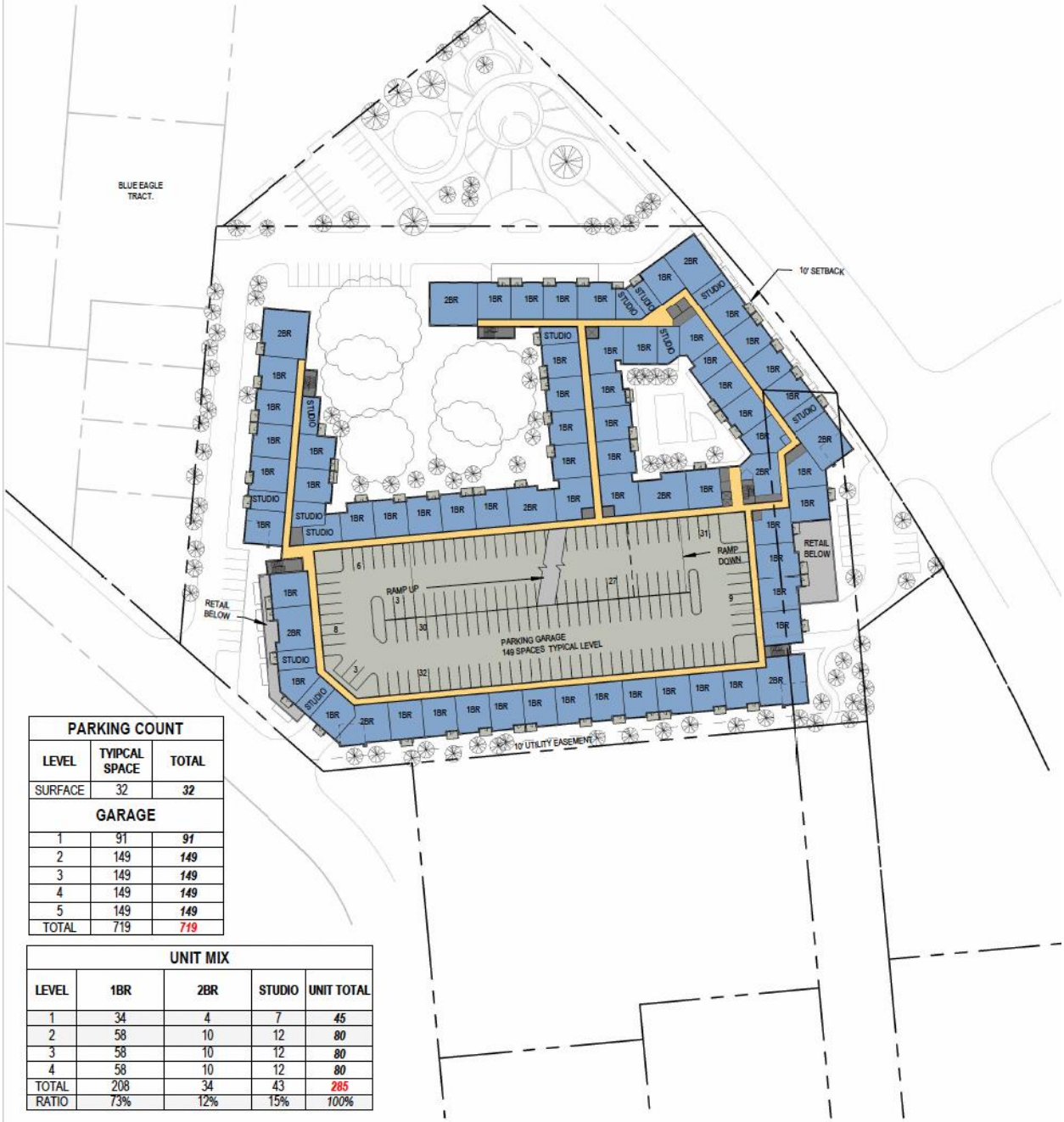
0 40' 80' 160'
0 2"
1" = 80'-0"

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

09/03/2026

JDG
Johnson Design Group

FULSHEAR VILLAGE
SITE PLAN
LEVEL 1



PARKING COUNT		
LEVEL	TYIPCAL SPACE	TOTAL
SURFACE	32	***32***
GARAGE		
1	91	***91***
2	149	***149***
3	149	***149***
4	149	***149***
5	149	***149***
TOTAL	719	***719***

UNIT MIX				
LEVEL	1BR	2BR	STUDIO	UNIT TOTAL
1	34	4	7	***45***
2	58	10	12	***80***
3	58	10	12	***80***
4	58	10	12	***80***
TOTAL	208	34	43	***285***
RATIO	73%	12%	15%	*100%*

0 40' 80' 160'
0 2"
1" = 80'-0"

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

09/03/2026

JDG
Johnson Design Group

FULSHEAR VILLAGE
SITE PLAN
LEVELS 2 -4

Exhibit "E"
MMD Directors Appointment and City Consent to Annexation

Exhibit "F"
Project Costs and Valuation

Fulshear Town Square **CONFIDENTIAL**

Fulshear Village Apartments

Public Improvements Compilation vs Reimbursments

		Size	$/sq ft		Amt	Notes	%
Fulshear Town Square							
	Horizontal Imp (onsite)			$	2,100,000		2.5%
	Conference Ctr	45,299	$ 300.00	$	13,589,700		15.9%
	Sportsplex	139,900	$ 300.00	$	41,970,000		49.1%
	Total Equity			$	-		0.0%
	Sports & Conf Ctr Oper Deficits			$	10,000,000		11.7%
	Contingency			$	1,950,000		2.3%
	Subtotal			**$**	**69,609,700**		**81.5%**
Fulshear Village Apartments							
	Horizontal Imp			$	750,000		0.9%
	Small Parcels Land Acquisition (west side)			$	300,000	1	0.4%
	Detention Pond + Portion of Harris St ROW			$	300,000	2	0.4%
	Battery Back Bldg			$	1,000,000	4	
	Contingency			$	400,000		0.5%
	Subtotal			**$**	**2,750,000**		**3.2%**
Contingency				**$**	**1,725,000**		2.0%
Public Finance	Financing Costs 8.00%			**$**	**5,352,776**	5	6.3%
	Subtotal						
	Total Reimbursements req'd			**$**	**79,437,476**		93.0%
	Underground Detention + Geothermal Loop			$	6,006,000	6	7.0%
	Total Reimbursements Required			**$**	**85,443,476**		100.0%
	Net Bond Bond Proceeds			**$**	**85,433,133**		99.9879%
	(See Tax Rates & Rimbursements worksheet)						
	Self Imposed Tax Rate			**$**	**1.01286**		
	(See Tax Rates & Rimbursements worksheet)						

1 Estimate for purchasing west side small tracts
2 Estimate for purchasing east side tracts - Detention Pond + Portion of Harris St ROW

5 See MMD PID TIRZ sheet. Assumes 20% discount on total tax revenues.
6 Assumes underground detention + geothermal loop, not Trademark proposed plan.

Financing Summary CONFIDENTIAL

Fulshear Town Square + Fulshear Village Apts

Capital Stacks

Fulshear Town Square (FTS)		Fulshear Village Apts (FVA)		Totals	
Pursuit/Coinvest	$ 7,000,000	Pursuit Costs	$ 3,000,000	$ 10,000,000	MMD PID TIRZ Bond Proceeds + Investors
MMD TIRZ Proceeds	$ 11,523,790	MMD TIRZ Proceeds	$ 13,794,037	$ 25,317,827	MMD PID TIRZ Bond Proceeds
Major Equity	$ 115,920,422	n/a		$ 115,920,422	Major Equity (Investment Bank)
First Lien	$ 249,682,108	FHA 221(d)4 First Lien	$ 112,390,863	$ 362,072,971	Debt (Investment Bank & FHA Lender
Total Project	**$ 384,126,320**	**Total**	**$ 129,184,900**	**$ 513,311,220**	**Total both projects**

Total Equity

Total Pursuit Costs	$ 10,000,000	MMD PID TIRZ Bond Proceeds + Investors
MMD PID TIRZ Bond Proceeds	$ 25,317,827	MMD PID TIRZ Bond Proceeds
Major Equity	$ 115,920,422	Investment Bank Sources
Total Equity	**$ 151,238,249**	

Debt

		DCR	
First Lien (FTS)	$ 249,682,108	**1.28**	Investment Bank Fixed Fund Insitutional Clients
FHA First Lien (FVA)	$ 112,390,863	**1.30**	FHA Guaranteed Lender
Total	**$ 362,072,971**		

Profit & Loss / **Cash Flow**

Fulshear Town Square (FTS)		Fulshear Village Apts (FVA)	Total 2 Projects
NOI	$ 28,760,016	$ 9,128,790	$ 37,888,806
Ann Debt Service	$ 22,399,150	$ 7,004,237	$ 29,403,387
Net Cash Flow	$ 6,360,866	$ 2,124,553	$ 8,485,419

Sale Scenarios

Fulshear Town Square (FTS)		Total Project Costs	Total Net Profit
7.50%	$ 383,466,873	$ 384,126,320	$ (659,447)
7.00%	$ 410,857,364	$ 384,126,320	$ 26,731,044
6.50%	$ 442,461,777	$ 384,126,320	$ 58,335,457
6.25%	$ 460,160,248	$ 384,126,320	$ 76,033,928
6.00%	$ 479,333,592	$ 384,126,320	$ 95,207,272

Sale Scenarios

Fulshear Village Apts (FVA)		Total Project Costs	Total Net Profit
6.75%	$ 135,241,339	$ 129,184,900	$ 6,056,439
6.5%	$ 140,442,929	$ 129,184,900	$ 11,258,029
6.25%	$ 146,060,646	$ 129,184,900	$ 16,875,746
6.00%	$ 152,146,507	$ 129,184,900	$ 22,961,607

Exhibit "G"
Formation and Financing Timeline

FULSHEAR TOWN SQUARE PROJECT

Formation and Financing Timeline — MMD and TIRZ

The following timeline sets out an illustrative sequence for activation of the MMD and the Tax Increment Reinvestment Zone (TIRZ) under Chapter 311, Texas Tax Code, with Fort Bend County participation, and the corresponding private development milestones for the Fulshear Town Center Project. Timeframes are measured from Project kickoff (Month 0) and are illustrative only; actual timing depends on City Council and County Commissioners Court scheduling, market conditions, and the complexity of due diligence.

Phase 1 — Pre-Development & Entitlements (Months 0–4)

Timeframe	Task / Milestone	Responsible Party	Governing Document
Month 0–1	Execute Memorandum of Understanding; commence due diligence (title, utility capacity, environmental)	City & Developer	MOU
Month 0-1	Activate MMD	Developer	MOU
Month 1–2	Confirm Comprehensive Plan land use consistency; initiate rezoning/PUD or planned development approval if required	Developer / City Planning	Zoning Ordinance
Month 1–2	Meet with County Commissioner regarding Project and Financing Issues	City and Developer	TIRZ
Month 1–3	Negotiate and execute master Development Agreement	City Council / Developer	Development Agreement

Phase 2 — Chapter 380 Agreements (Months 4–5)

Timeframe	Task / Milestone	Responsible Party	Governing Document
Month 4–5	City adopts Chapter 380 Agreements (Project sales tax; hotel HOT and sales tax)	City Council	380 Agreement

Phase 3 — TIRZ Formation & County Participation (Months 4–12)

Timeframe	Task / Milestone	Responsible Party	Governing Document
Month 4–5	Initial presentation to Fort Bend County Commissioners Court regarding proposed TIRZ	City / Developer	Informational Briefing
Month 5–7	City Council calls public hearing; prepares preliminary project plan and reinvestment zone financing plan	City Council / Finance	Chapter 311 Notice
Month 7–8	Public hearing; City Council adopts TIRZ designation ordinance; base value fixed	City Council	TIRZ Designation Ordinance
Month 7–9	TIRZ Board of Directors appointed and organized (City and County appointees)	City Council / County	TIRZ Bylaws
Month 8–10	City Council adopts project plan and reinvestment zone financing plan; Board approval	TIRZ Board / City Council	Project & Financing Plan
Month 9–12	County Commissioners Court approves interlocal participation agreement	County Commissioners Court	Interlocal Agreement
Month 10–12	Execute TIRZ developer reimbursement agreement	City / County / Developer	Reimbursement Agreement

Phase 4 — MMD Financing Closing & Utility Construction (Months 7–18)

Timeframe	Task / Milestone	Responsible Party	Governing Document
Month 7–9	Structure and market (or privately place) MMD Bonds / reimbursement obligations; engage bond counsel, financial advisor, underwriter or placement agent	City / Bond Counsel / Financial Advisor	Bond Purchase / Placement Agreement

Timeframe	Task / Milestone	Responsible Party	Governing Document
Month 9–10	Close MMD financing; fund capitalized interest and reserve accounts; Developer pays utility impact fees	City / Developer	Bond Indenture / Impact Fee Agreement
Month 10–18	Construct water, sewer, and drainage infrastructure; City inspection and acceptance	Developer / City Public Works	Construction Contracts / Acceptance

Phase 5 — Vertical Construction of Remaining Public Facilities and Private Facilities (Months 10–36)

Timeframe	Task / Milestone	Responsible Party	Governing Document
Month 12–24	Construct structured parking garages and shared-use condominium/REA documentation	Developer	Condominium Declaration / REA
Month 14–36	Construct office, retail, hotel, conference center, sports complex, and multifamily loft units in phases	Developer / Private Capital Partners	Construction & Financing Agreements

Phase 6 — Stabilization & Long-Term Debt Service (Months 24–Year 40)

Timeframe	Task / Milestone	Responsible Party	Governing Document
Month 24–36	Certificates of occupancy issued for private components; assessed values added to tax roll	City and Fort Bend CAD	Tax Roll Certification
Month 30–48	TIRZ increment ramps up; developer reimbursement payments commence per reimbursement agreement	TIRZ Board / City / County	Reimbursement Agreement

Timeframe	Task / Milestone	Responsible Party	Governing Document
Year 4–30	MMD tax collections and MMD Bond debt service continues through final maturity (up to 30 years)	City / MMD	MMD Bonds / MMD Annual Budget and Tax Rate
Year 4–40	TIRZ increment collections and developer reimbursement continue through the term of the reimbursement agreement or TIRZ termination	TIRZ Board / City / County / MMD	Reimbursement Agreement

Note: This timeline is a planning tool only. Formal statutory notice periods (Chapter 375 and Chapter 311), County Commissioners Court scheduling, bond market conditions, and City Council calendars will affect actual dates and should be confirmed with bond counsel, the City's financial advisor, and the County Attorney's office as the Project proceeds.

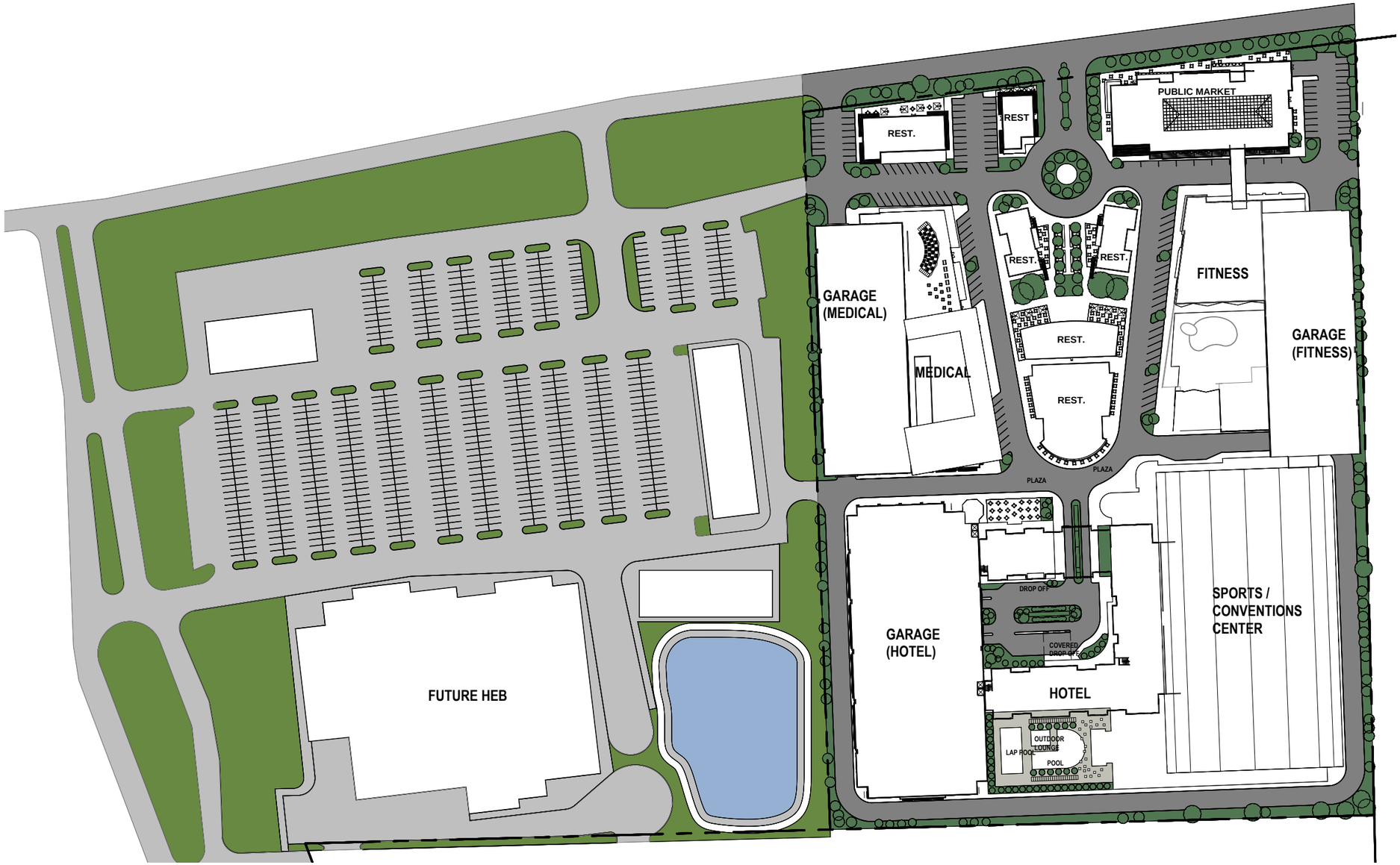
JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

COVER SHEET



0 160' 320' 640'

0 4"

1" = 160'-0"

TRUE NORTH

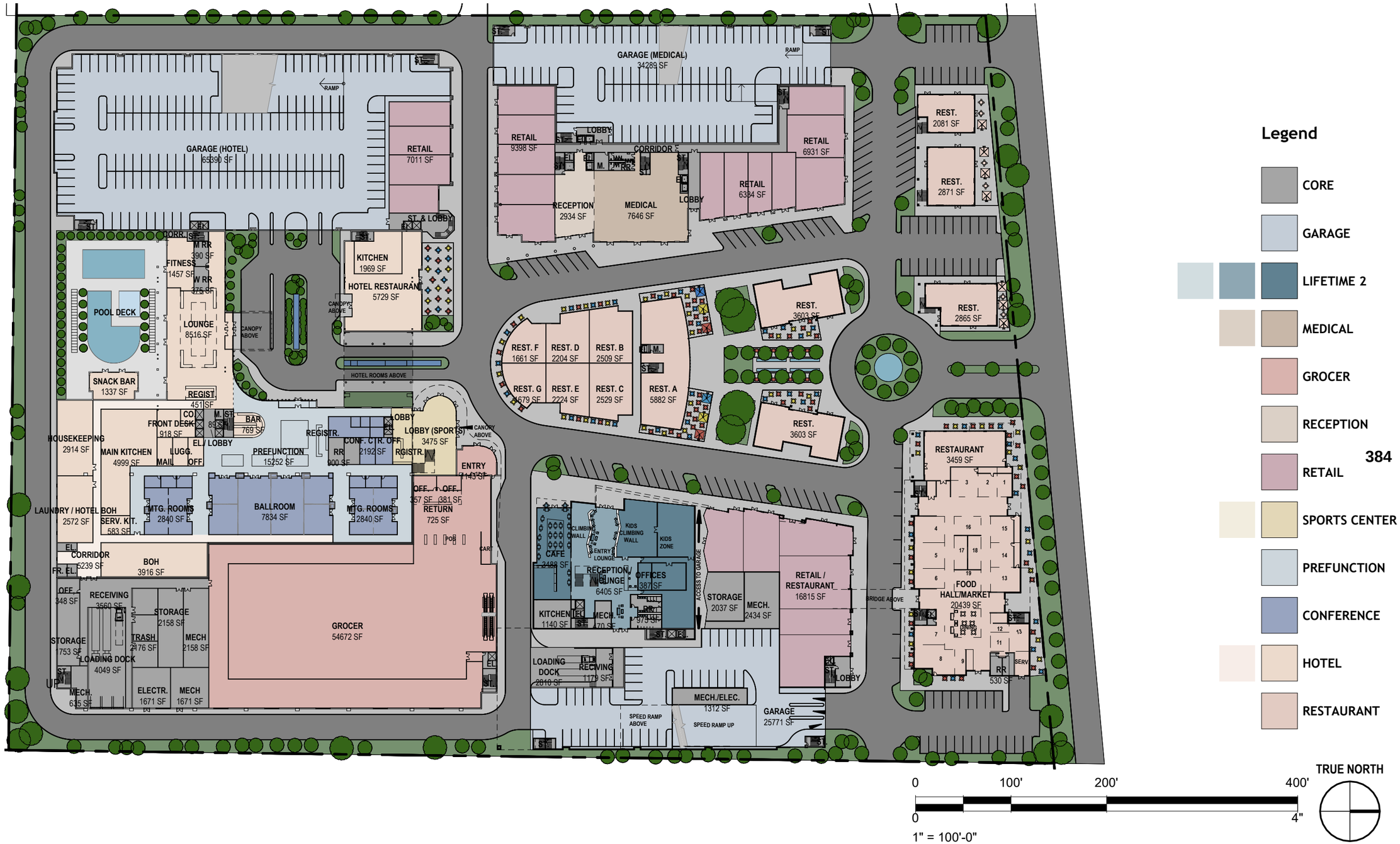
JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

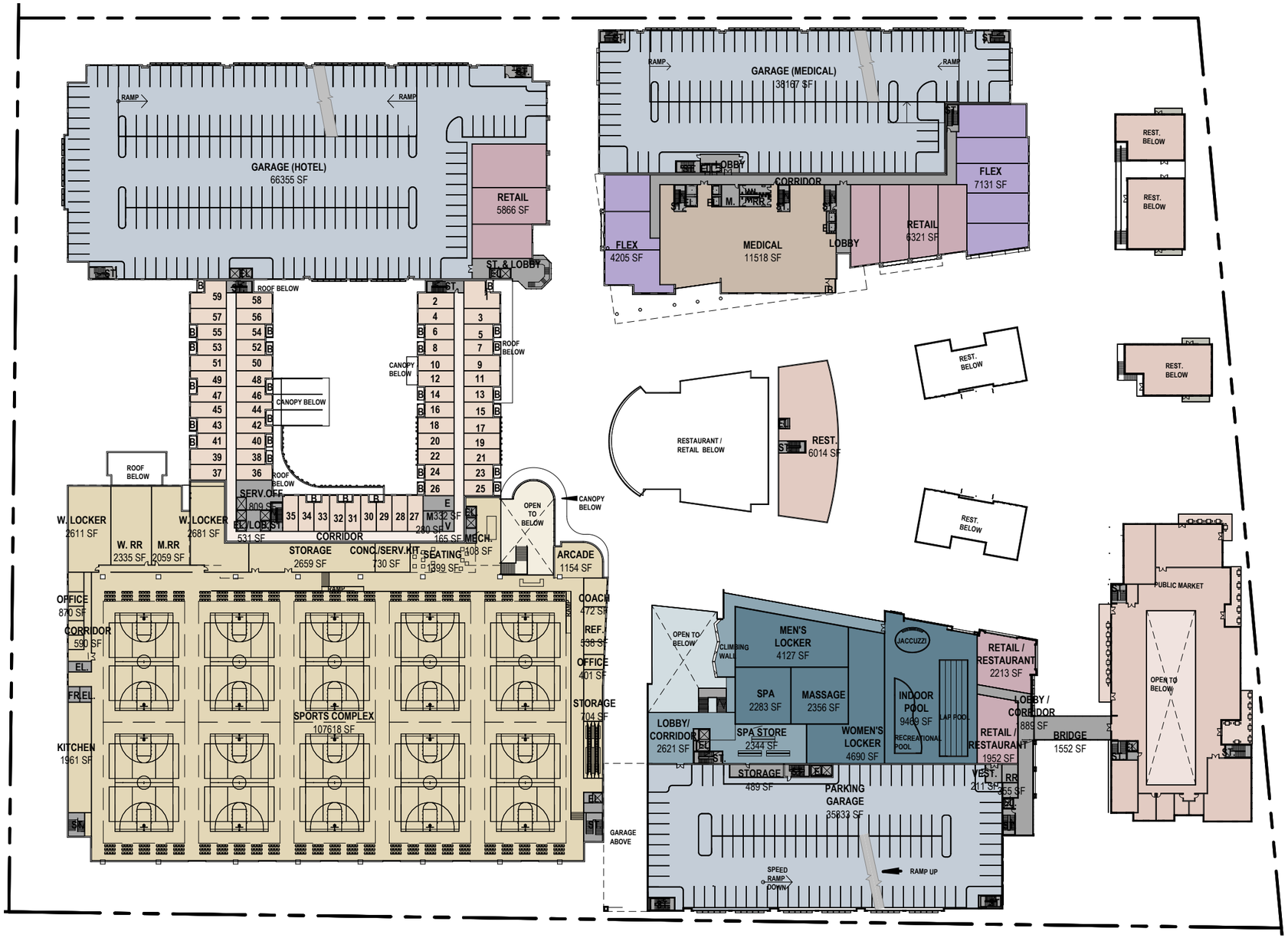
SITE PLAN



JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE
TOWN SQUARE DEVELOPMENT ADVISORS
LEVEL 1



Legend

- CORE
- GARAGE
- LIFETIME 2
- MEDICAL
- RETAIL
- FLEX
- HOTEL
- RESTAURANT

385

0 100' 200' 400'

0 4"

1" = 100'-0"

TRUE NORTH

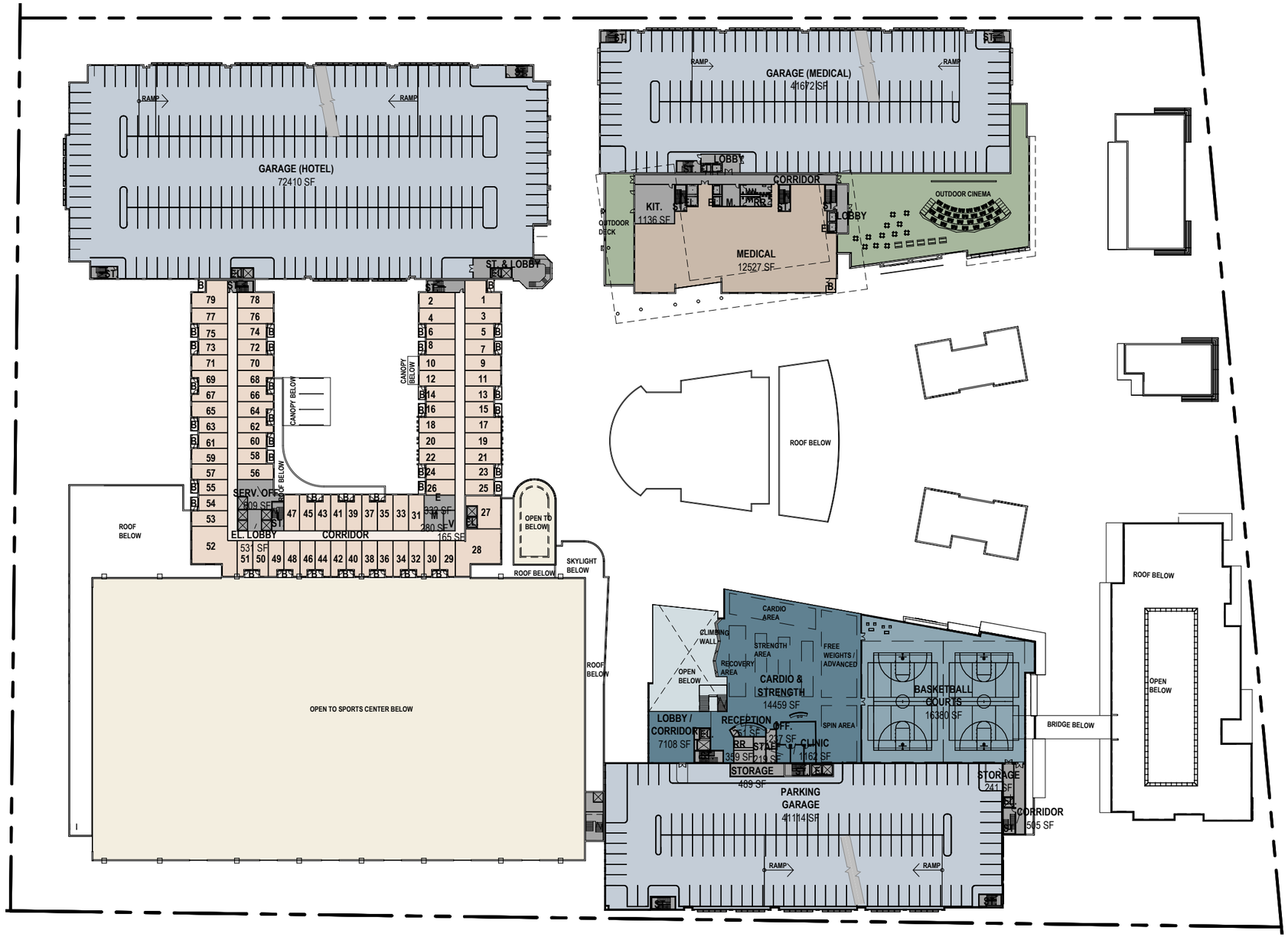
JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

LEVEL 2



Legend

- CORE
- GARAGE
- LIFETIME 2
- MEDICAL
- HOTEL

0 100' 200' 400'

0 4"

1" = 100'-0"

TRUE NORTH

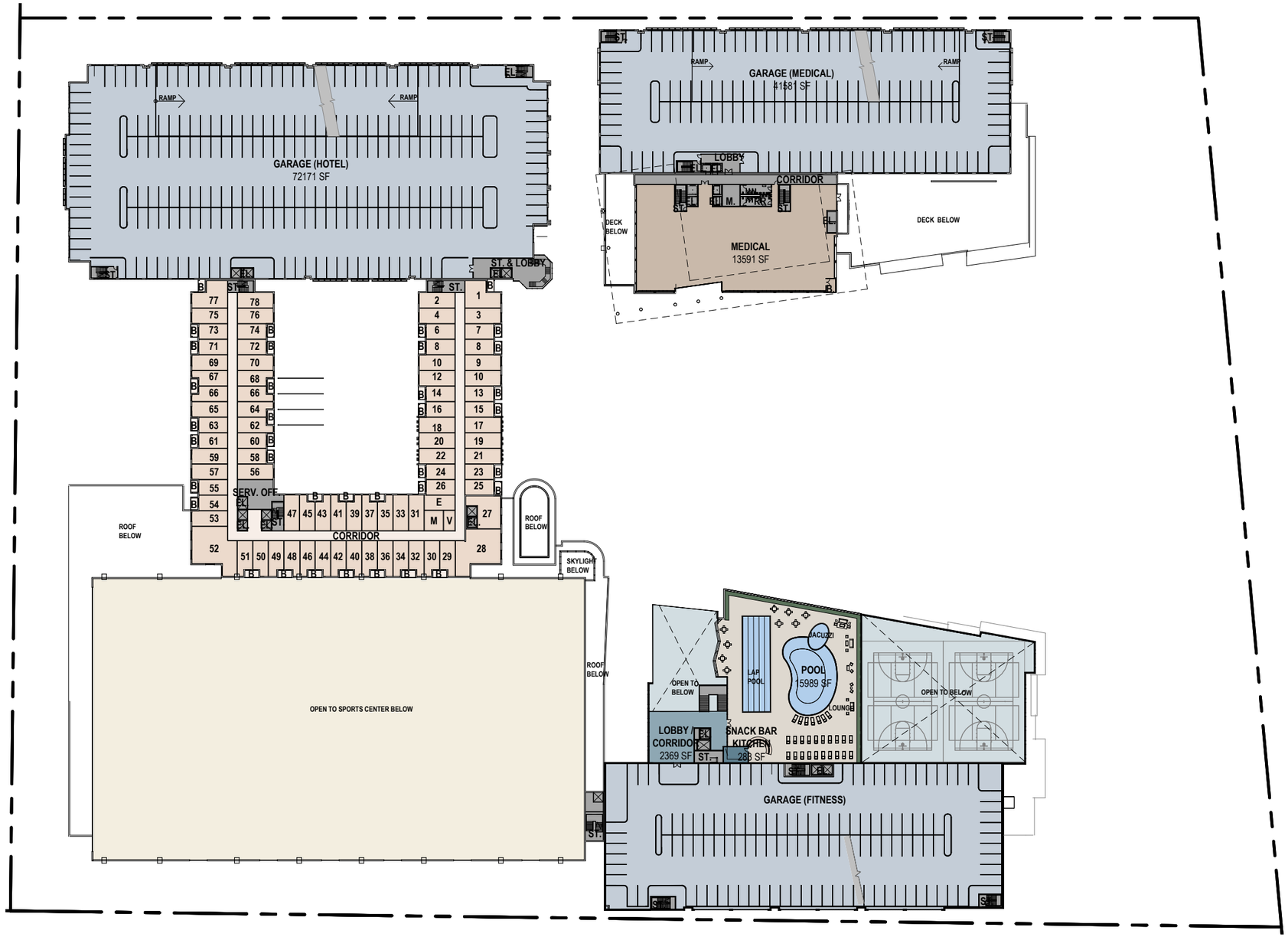
JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

LEVEL 3



Legend

- CORE
- GARAGE
- LIFETIME 2
- OUTDOOR POOL
- MEDICAL
- HOTEL

387

0 100' 200' 400'

0 4"

1" = 100'-0"

TRUE NORTH

10/05/2026

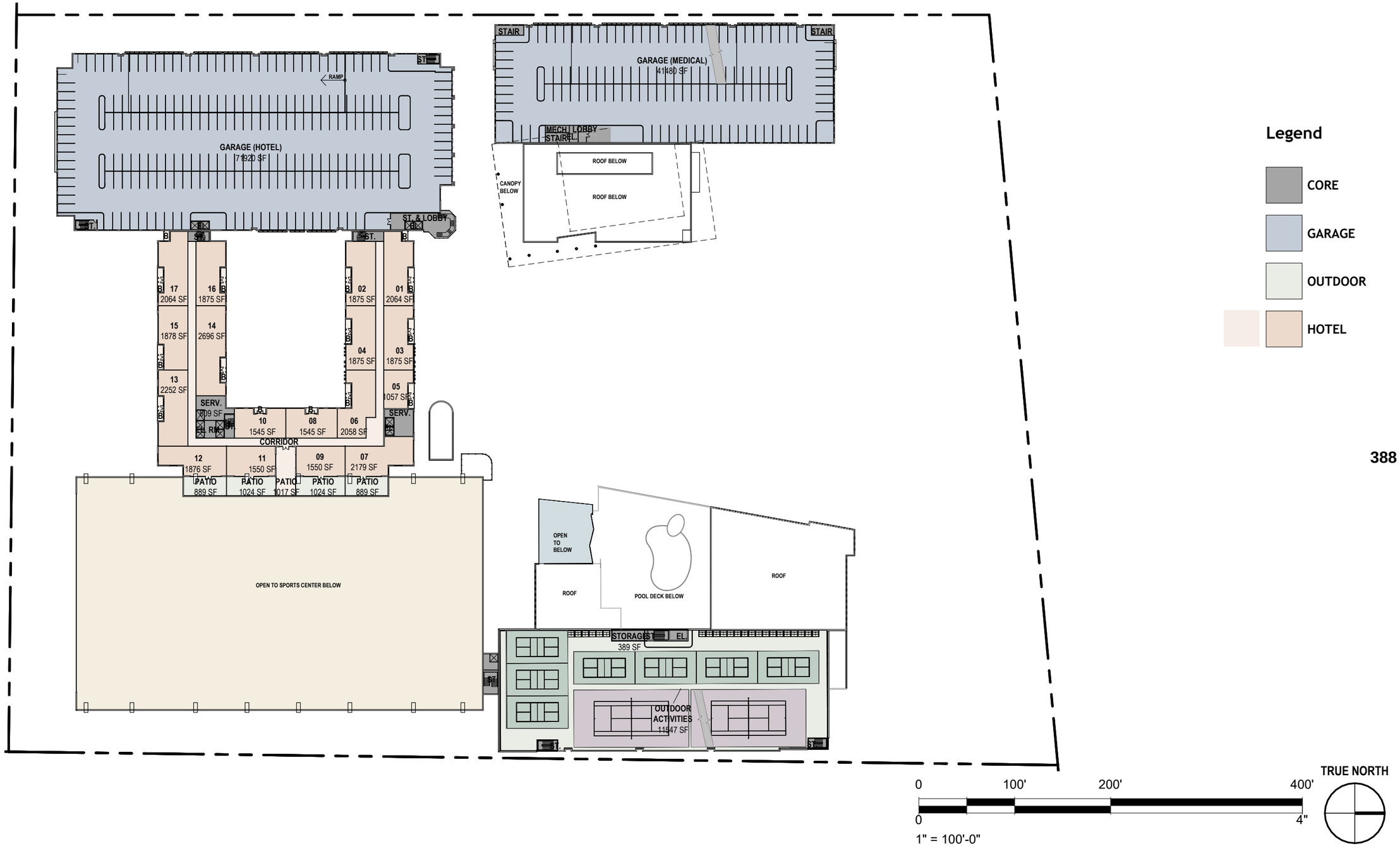
JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

LEVEL 4



JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE
TOWN SQUARE DEVELOPMENT ADVISORS
LEVEL 5

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

RENDERING

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

RENDERING

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

RENDERING

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

RENDERING

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

FULSHEAR TOWN SQUARE

TOWN SQUARE DEVELOPMENT ADVISORS

RENDERING

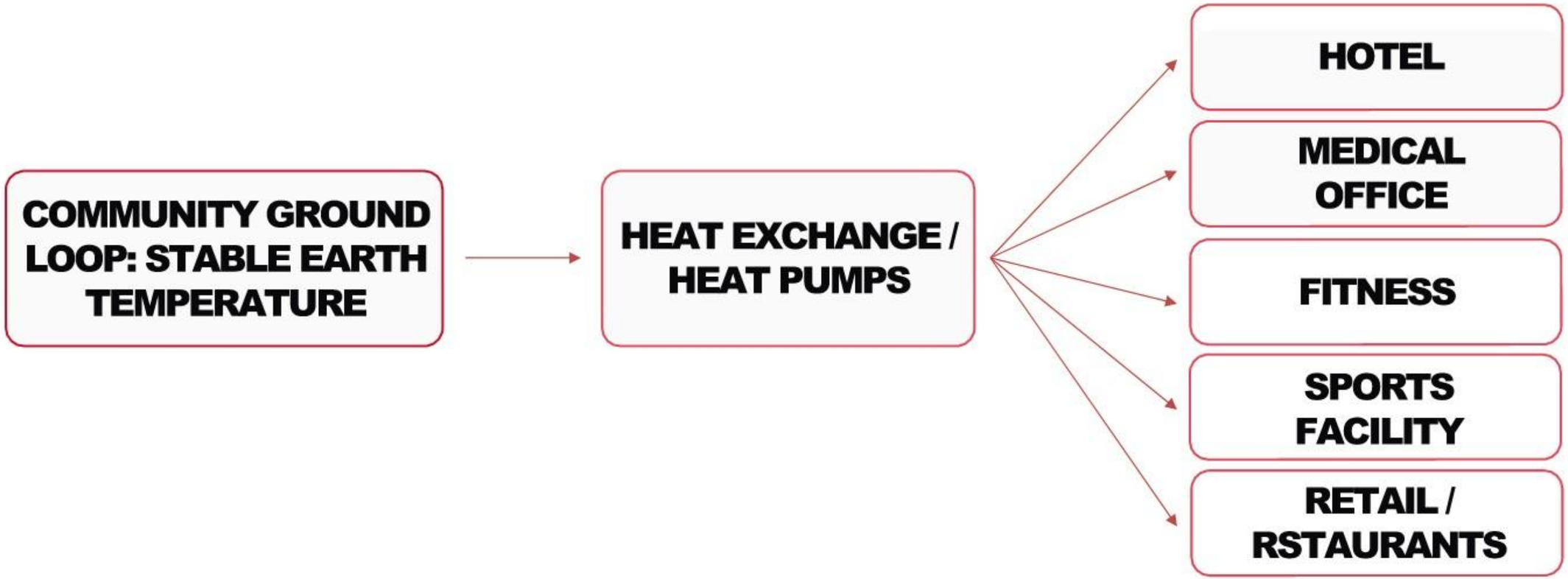
Components

Hotel	217,319
Sports Complex	136,195
Fitness Center/Outdoor Courts/Outdoor Pool	133,409
Restaurant & Retail	124,114
Medical & Office	64,840
Convention Center	40,517
Public Market	50,432
Grocery	59,044
Outdoor Movie Theatre	12,004
Flex Space	12,882
FULSHEAR TOWN SQUARE TOTAL SQUARE FOOTAGE	**850,756 S.F.**
Hilton/Hallmark	**171 Rooms**

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

01 GROUND-SOURCE HEAT PUMP (GEOTHERMAL) SYSTEM

Transfer heating and cooling through the ground



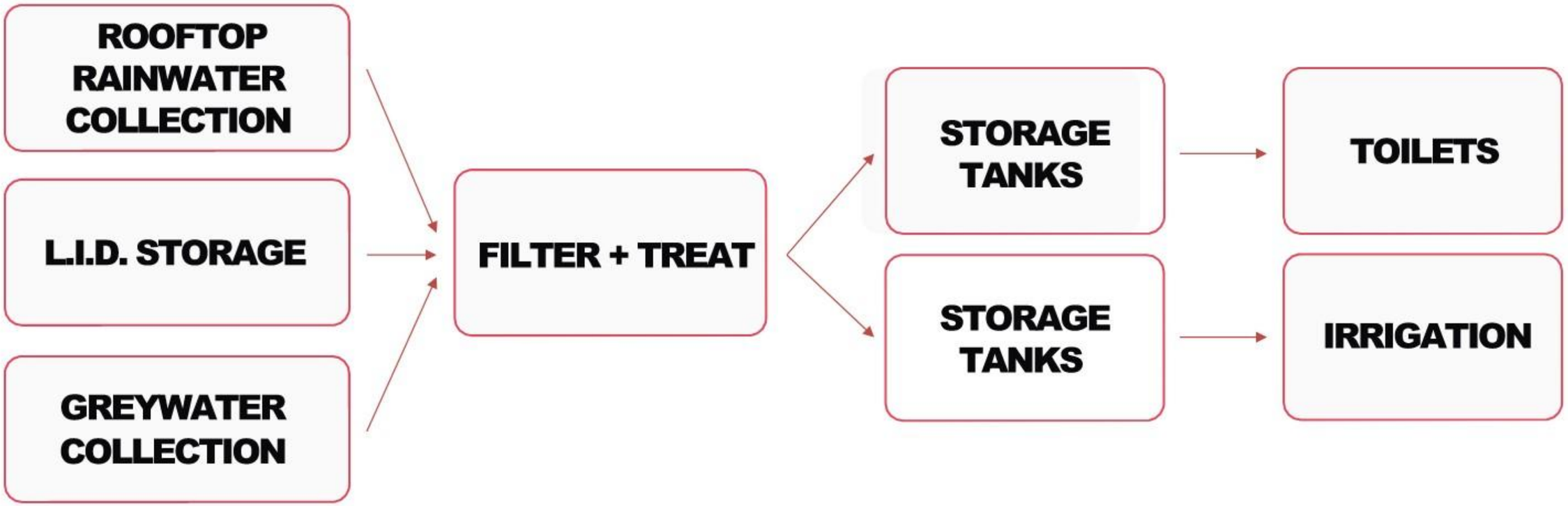
OUTCOMES:

1. EFFICIENT YEAR-ROUND TEMPERATURE CONTROL
2. MUCH LOWER ELECTRICAL LOAD
3. BETTER LONG-TERM MAINTENANCE COSTS

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

02 WATER STORAGE + RECYCLING

Rainwater harvesting and treated greywater reuse



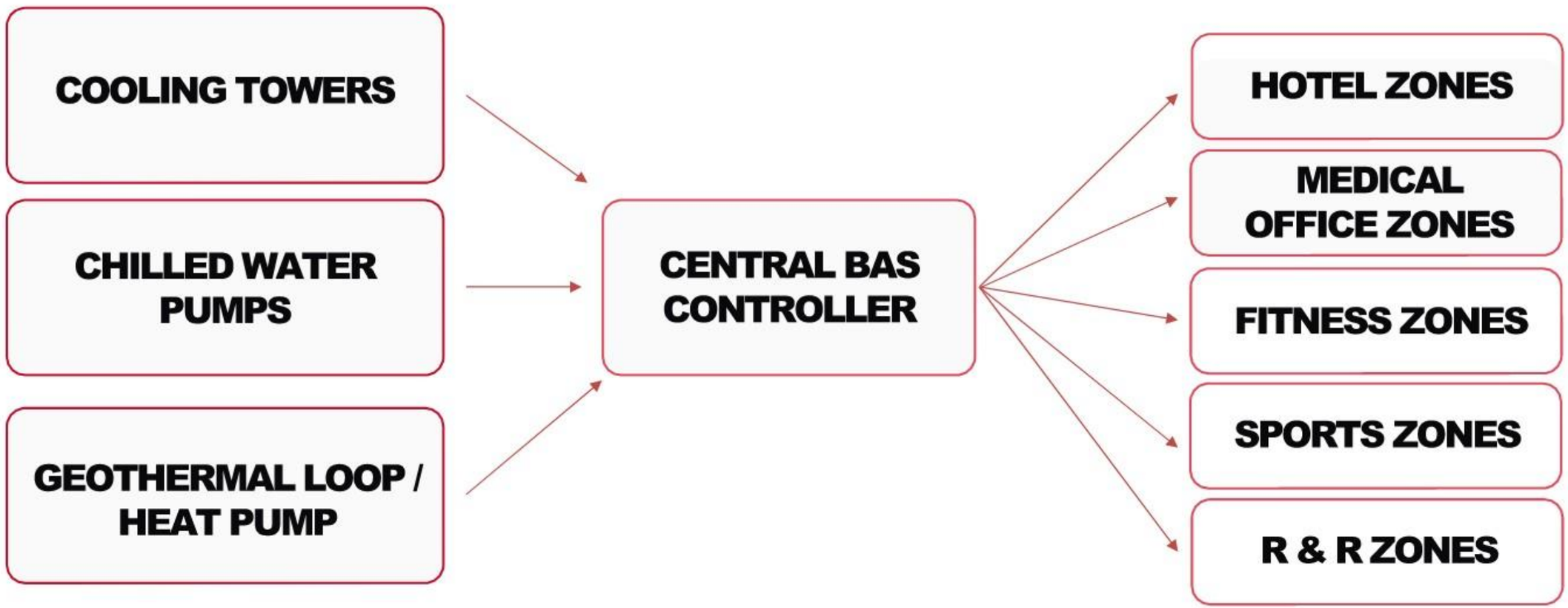
OUTCOMES:

1. SMALLER POTABLE WATER DEMAND / NOT USED FOR LANDSCAPING OR TOILETS
2. REDUCED DETENTION LOAD

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

03 MECHANICAL ZONING + BUILDING AUTOMATION SYSTEMS (BAS)

Centralized monitoring with zone-specific conditioning



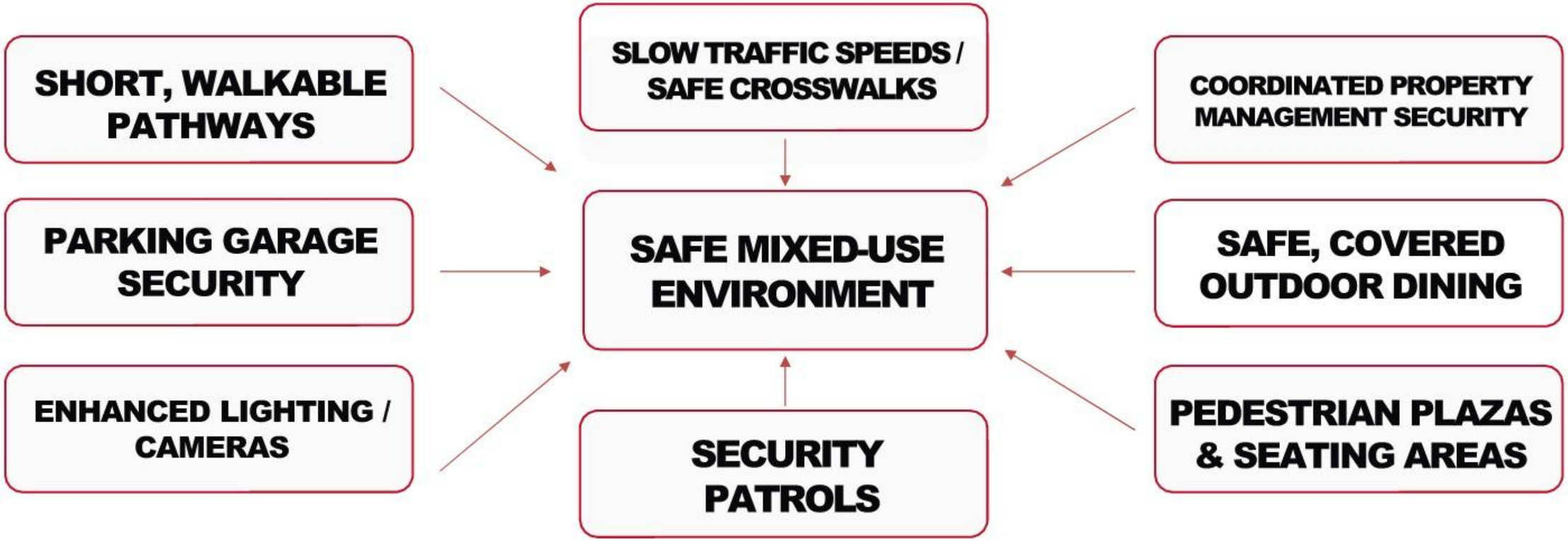
OUTCOMES:

1. MORE PRECISE ENERGY MANAGEMENT
2. BETTER USER COMFORT
3. PROPERTY MANAGEMENT DATA
4. SYSTEM FLEXIBILITY

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

04 SAFE, WALKABLE MIXED-USE SITE

Security, access, and public-space improvements



OUTCOMES:

1. SAFER MOVEMENT
2. WELCOMING ENVIRONMENT
3. "MAIN STREET" SCALE
4. COVERED SIDEWALKS
5. SAFE PEDESTRIAN ZONES

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

LUXURY LOFTS
TOWN SQUARE DEVELOPMENT ADVISORS
COVER SHEET

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

LUXURY LOFTS
TOWN SQUARE DEVELOPMENT ADVISORS
LEVEL 1

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

LUXURY LOFTS
TOWN SQUARE DEVELOPMENT ADVISORS
LEVELS 2-4

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

LUXURY LOFTS
TOWN SQUARE DEVELOPMENT ADVISORS
RENDERING

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

LUXURY LOFTS
TOWN SQUARE DEVELOPMENT ADVISORS
RENDERING

JDG
Johnson Design Group

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

LUXURY LOFTS
TOWN SQUARE DEVELOPMENT ADVISORS
RENDERING

Components

Residential	307,868
Retail	27,941
FULSHEAR LUXURY LOFTS TOTAL SQUARE FOOTAGE	**335,782 S.F.**

Parking Count

LEVEL	TYPICAL SPACE	TOTAL
SURFACE	32	32
GARAGE		
1	91	91
2	149	149
3	149	149
3	149	149
4	149	149
TOTAL	570	570

Unit Mix

LEVEL	1BR	2BR	STUDIO	UNIT TOTAL
1	34	4	7	45
2	58	10	12	80
3	58	10	12	80
4	149	10	12	80
TOTAL	208	149	43	285
RATIO	73%	12%	15%	100%

© Johnson Design Group. ALL RIGHTS RESERVED. johnsondesigngroup-llc.com

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: Planning
PRESENTER: Joshua Brothers

ITEMS: IX.I
PREPARED BY: Josh Brothers

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE ORDINANCE NO. 2026-1549, AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS GRANTING A SPECIFIC USE PERMIT FOR A CELLULAR ANTENNA LOCATED AT 27500 FULSHEAR BEND DRIVE, FULSHEAR, TX, 77441, BEING IN THE SEMI-URBAN RESIDENTIAL DISTRICT; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

As development within the City of Fulshear and the surrounding area continues to increase, thus increased need for additional capacity in cellular services. City staff have met with several telecommunication providers in an effort to expand the capacity and coverage of such services. Further, the City Council adopted Ordinance No. 2024-1454 at the March 16 meeting which permits cell towers in every district as a specific use. Diamond Towers has submitted a Specific Use Application for the purpose of constructing a telecommunication tower at Jordan High School. The monopole tower will be constructed without the need for any guy wires which significantly reduces its footprint and by obligation will create co-location opportunities for other wireless service providers.

RECOMMENDATION

The Planning and Zoning Commission made the recommendation to the City Council to approve Ordinance No. 2026-1549 with the condition that the applicant submit an annual safe site report to the school district. City staff recommend approval of Ordinance No. 2026-1549 with the condition that the access road be concrete or asphalt as dictated by the Coordinated Development Ordinance.

ATTACHMENTS:

ORDINANCE NO. 2026-1549 Jordan Ranch Cell Tower SUP.pdf
Jordan High School_TX522_LE_R0.pdf
JORDAN HIGH SCHOOL_ZD_RA.pdf
Special Warranty Deed.pdf
Jordan High School TX519 MOL (fully ex).pdf

ORDINANCE NO. 2026-1549

AN ORDINANCE OF THE CITY OF FULSHEAR, TEXAS GRANTING A SPECIFIC USE PERMIT FOR A CELLULAR ANTENNA LOCATED AT 27500 FULSHEAR BEND DRIVE, FULSHEAR, TX, 77441, BEING IN THE SEMI-URBAN RESIDENTIAL DISTRICT; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL AND PROVIDING FOR AN EFFECTIVE DATE.

* * * * * * * * * * * *

WHEREAS, the owner of that certain tract or parcel of land commonly known as 8526 FM 359, Fulshear, TX, 77441 (the "Property"), has submitted a complete application for a Specific Use Permit ("SUP") for the specific use of a cellular antenna in the Semi-Urban Residential District, as provided for by Section 28-2-8 and Table 28-2-8-3 of the Fulshear Code; and

WHEREAS, on September 4, 2026, after giving due notice as required by Chapter 211 of the Texas local Government Code and by the Coordinated Development Ordinance of the City of Fulshear, Texas ("CDO"), the Planning and Zoning Commission held a public hearing on its preliminary report on such application, and has submitted a final report to the City Council of the City of Fulshear; and

WHEREAS, the Planning and Zoning Commission has recommended that the City Council approve the SUP; and

WHEREAS, after considering the criteria set forth in Section 28-2-17 of the CDO, the City Council desires to grant the SUP;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS:

Section 1. The City Council hereby grants a Specific Use Permit for the hereinabove described Property, being for the specific use of a cellular antenna.

Section 2. *Penalty.* Any person who violates or causes, allows, or permits another to violate any provision of this ordinance, rule, or police regulation for the city shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine or penalty not to exceed five hundred dollars ($500.00), provided that if such rule, ordinance, or police regulation governs fire safety, zoning or public health and sanitation, other than the dumping of refuse, the fine or

penalty shall not exceed two thousand dollars ($2,000.00), and further provided that if such rule, ordinance, or police regulation governs the dumping of refuse, the fine or penalty shall not exceed four thousand dollars ($4,000.00). Each occurrence of any violation of this ordinance, rule, or police regulation shall constitute a separate offense. Each day on which any such violation of this ordinance, rule, or police regulation occurs shall constitute a separate offense.

Section 3. *Severability*. In the event any clause, phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Fulshear, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. *Repeal.* All ordinances or parts of ordinances in force when the provisions of the Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are hereby repealed only to the extent of such conflict.

Section 5. *Effective Date.* This Ordinance shall be effective and in full force when published as required by law.

PASSED, APPROVED, AND ADOPTED this the 15th day of September, 2026.

_____

Don McCoy, Mayor

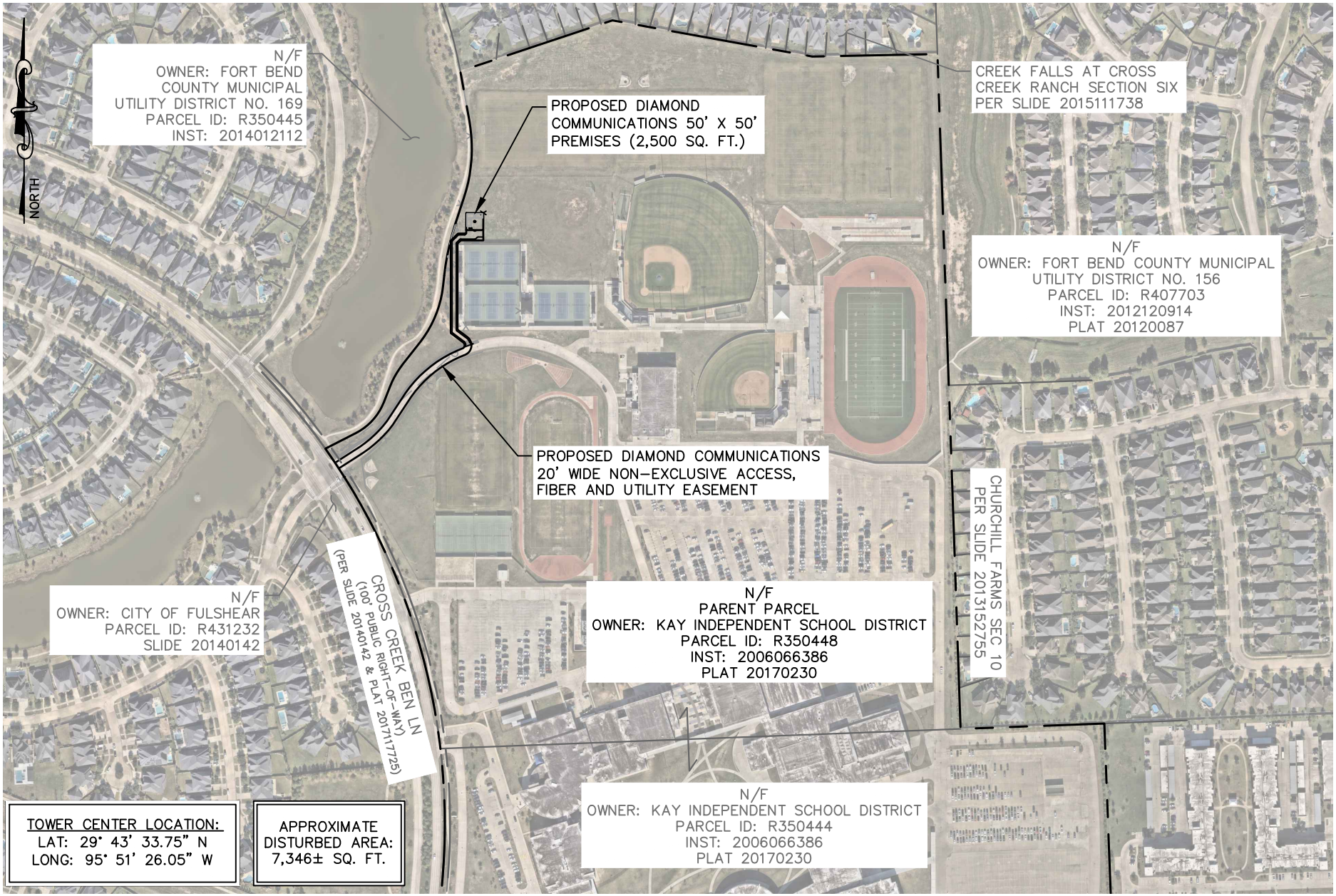
City of Fulshear

ATTEST:

_____

Mariela Rodriguez, City Secretary

PROPERTY OWNER APPROVAL _____ DATE_____ TOWER OWNER APPROVAL _____ DATE_____



JOB No.:	013541049
DATE:	06/26/26
REV.:	0
DRAWN:	JWC
CHECKED:	ALP

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009
PHONE: 770-619-4280 WWW.KIMLEY-HORN.COM

Site Visit Attendees:

VENESSA MUSA	06/16/26

Diamond Communications LLC

PROPOSED MONOPOLE TOWER

JORDAN HIGH SCHOOL

27500 FULSHEAR BEND DRIVE
FULSHEAR, TX 77441
FORT BEND COUNTY

OVERALL AERIAL PLAN
SHEET 1 OF 4

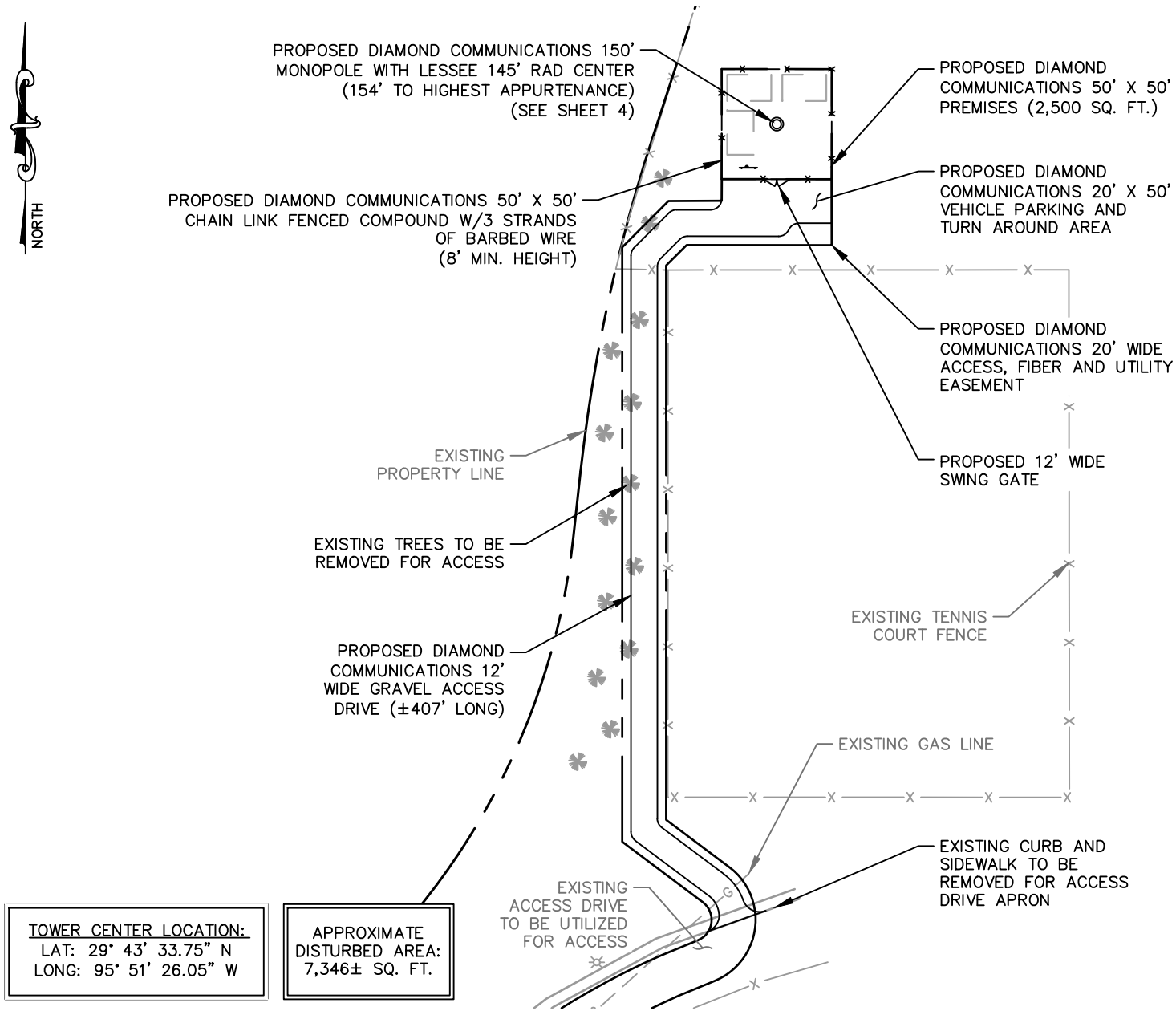
SCALE: 1" = 400'
NOT FOR CONSTRUCTION

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\LE\JORDAN HIGH SCHOOL_LE.dwg June 26, 2026 10:44 AM by: Max.Hartman

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc. Copyright Kimley-Horn and Associates, Inc., 2024

PROPERTY OWNER APPROVAL _____ DATE_____

TOWER OWNER APPROVAL _____ DATE_____



TOWER CENTER LOCATION:
LAT: 29° 43' 33.75" N
LONG: 95° 51' 26.05" W

APPROXIMATE DISTURBED AREA:
7,346± SQ. FT.

JOB No.:	013541049
DATE:	06/26/26
REV.:	0
DRAWN:	JWC
CHECKED:	ALP

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009
PHONE: 770-619-4280 WWW.KIMLEY-HORN.COM

Site Visit Attendees:

VENESSA MUSA	06/16/26

Diamond Communications LLC

PROPOSED MONOPOLE TOWER
JORDAN HIGH SCHOOL
27500 FULSHEAR BEND DRIVE
FULSHEAR, TX 77441
FORT BEND COUNTY

OVERALL SITE PLAN
SHEET 2 OF 4

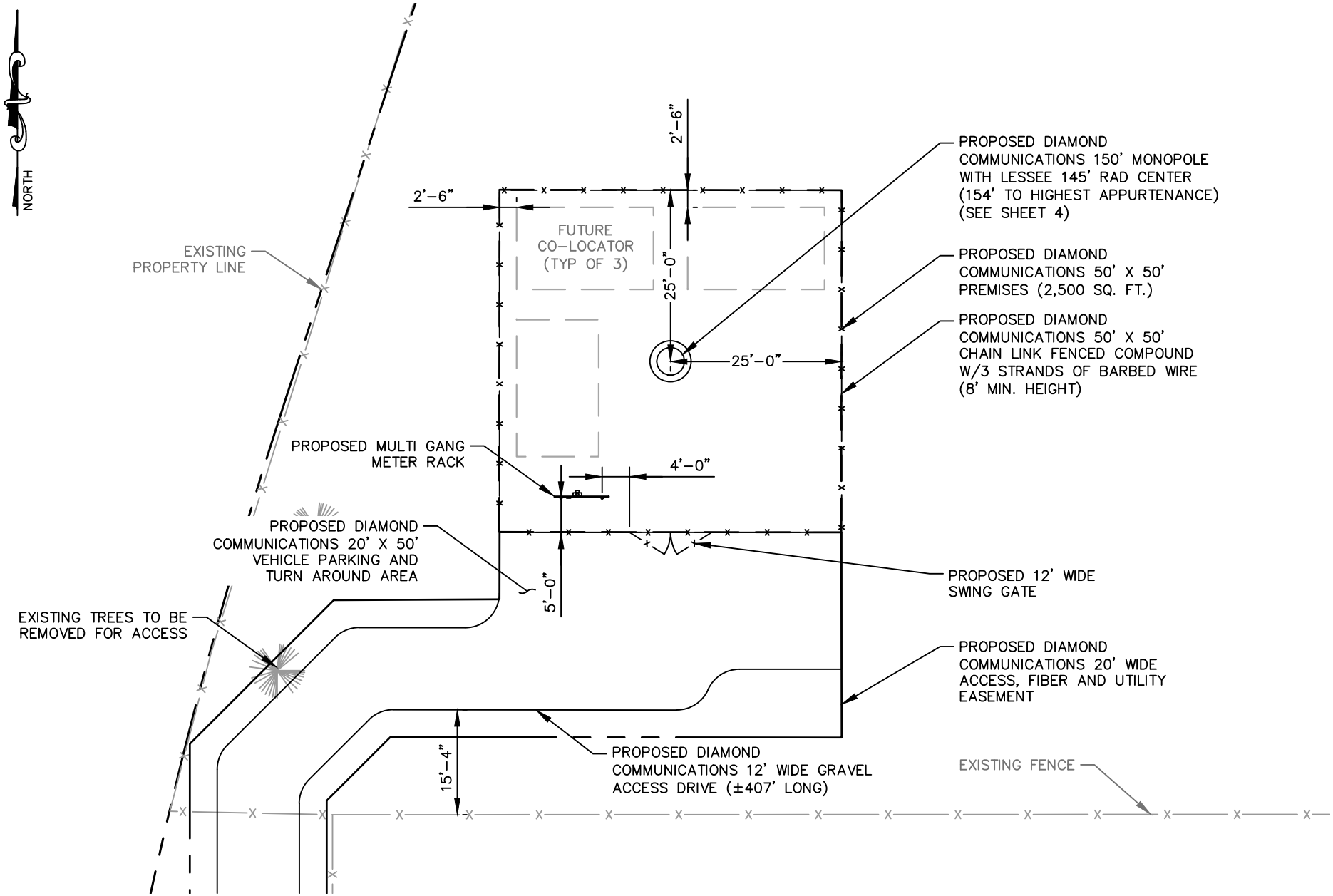
SCALE: 1" = 70'
NOT FOR CONSTRUCTION

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\LE\JORDAN HIGH SCHOOL_LE.dwg June 26, 2026 10:44 AM by: Max.Hartman

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc. Copyright Kimley-Horn and Associates, Inc., 2024

PROPERTY OWNER APPROVAL _____ DATE_____

TOWER OWNER APPROVAL _____ DATE_____



JOB No.:	013541049
DATE:	06/26/26
REV.:	0
DRAWN:	JWC
CHECKED:	ALP

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009
PHONE: 770-619-4280 WWW.KIMLEY-HORN.COM

Site Visit Attendees:

VENESSA MUSA	06/16/26

Diamond Communications LLC

PROPOSED MONOPOLE TOWER

JORDAN HIGH SCHOOL

27500 FULSHEAR BEND DRIVE
FULSHEAR, TX 77441
FORT BEND COUNTY

SITE PLAN
SHEET 3 OF 4

SCALE: 1" = 20'

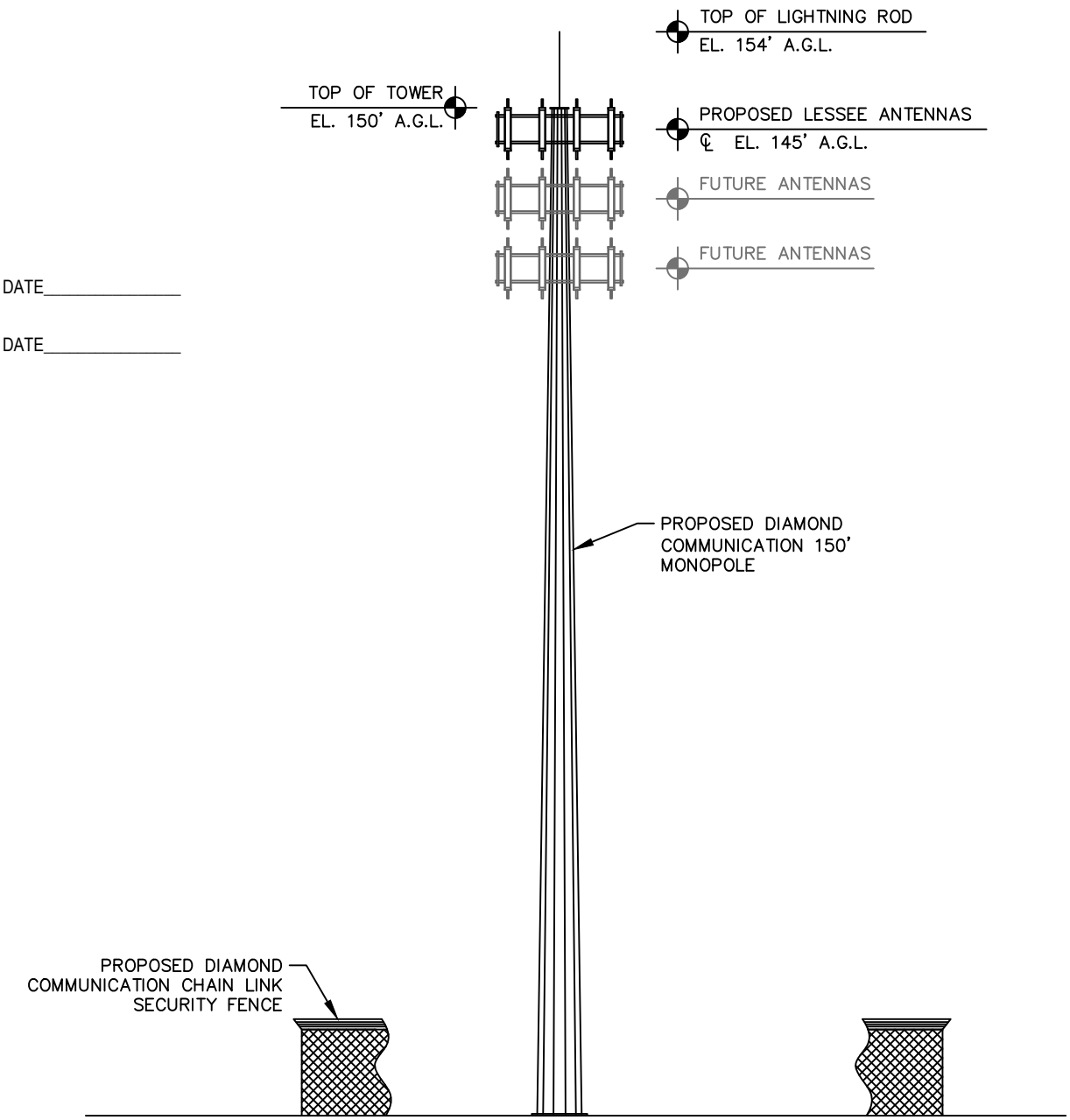
NOT FOR CONSTRUCTION

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\LE\JORDAN HIGH SCHOOL_LE.dwg June 26, 2026 10:44 AM by: Max.Hartman

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc. Copyright Kimley-Horn and Associates, Inc., 2024

TOWER OWNER APPROVAL _____ DATE_____

PROPERTY OWNER APPROVAL _____ DATE_____



JOB No.:	013541049
DATE:	06/26/26
REV.:	0
DRAWN:	JWC
CHECKED:	ALP

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600, ALPHARETTA, GA 30009
PHONE: 770-619-4280 WWW.KIMLEY-HORN.COM

Site Visit Attendees:

VENESSA MUSA	06/16/26

Diamond Communications LLC

PROPOSED MONOPOLE TOWER

JORDAN HIGH SCHOOL

27500 FULSHEAR BEND DRIVE
FULSHEAR, TX 77441
FORT BEND COUNTY

TOWER ELEVATION
SHEET 4 OF 4

NOT TO SCALE

NOT FOR CONSTRUCTION

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\LE\JORDAN HIGH SCHOOL_LE.dwg June 26, 2026 10:44 AM by: Max.Hartman

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc., shall be without liability to Kimley-Horn and Associates, Inc. Copyright Kimley-Horn and Associates, Inc., 2024

JORDAN HIGH SCHOOL

SITE ADDRESS (E-911 TBD)

KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY
LATITUDE: 29° 43' 33.75" N
LONGITUDE: 95° 51' 26.05" W
TAX/PIN #: R350448
ZONING: EX - EXEMPT
DIAMOND SITE #: TX522

FULSHEAR POLICE DEPARTMENT
6639 W CROSS CREEK BEND LN
FULSHEAR, TX 77441
PHONE: (281) 346-2202
ATTN.: CUSTOMER SERVICE

FULSHEAR-SIMONTON FIRE DEPARTMENT
33301 FM-1093
FULSHEAR, TX 77441
PHONE: (281) 346-2800
ATTN.: CUSTOMER SERVICE

VICINITY MAP

NORTH

DRIVING DIRECTIONS

MUNICIPALITY:
CITY OF FULSHEAR

STATE:
TEXAS

TOWER TYPE:
MONOPOLE TOWER

TOWER HEIGHT:
150' (154' TO HIGHEST APPURTENANCE)

NUMBER OF CARRIERS:
1 PROPOSED, 2 FUTURE

USE:
PROPOSED TELECOMMUNICATIONS TOWER AND UNMANNED EQUIPMENT

FLOOD INFO
SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 48157C0105L DATED 04/02/2014 WITHIN FLOOD ZONE X.

PROJECT SUMMARY

DEVELOPER
DIAMOND COMMUNICATIONS
120 MOUNTAIN AVE.
SPRINGFIELD, NJ 07081
ATTN: RICH HUBER

POWER COMPANY
CENTERPOINT ENERGY
PHONE: (713) 207-2222
ATTN.: CUSTOMER SERVICE

PROPERTY OWNER
KATY INDEPENDENT SCHOOL DISTRICT
20370 FRANZ RD
KATY, TX 77449
PHONE: (281) 675-7000

CONSULTANT
KIMLEY-HORN AND ASSOCIATES, INC.
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GEORGIA 30009
PHONE: (471) 571-1306
ATTN.: DREW PITTS

CONTACTS

SHEET NO.	SHEET TITLE
T1	COVER SHEET
--	SITE SURVEY (SHEET 1 OF 4)
--	SITE SURVEY (SHEET 2 OF 4)
--	SITE SURVEY (SHEET 3 OF 4)
--	SITE SURVEY (SHEET 4 OF 4)
N1	GENERAL NOTES
C1	OVERALL AERIAL PLAN
C1.1	OVERALL PARCEL PLAN
C2	OVERALL SITE PLAN
C3	SITE PLAN
C4	FENCE, GATE, AND COMPOUND DETAILS
C5	SITE SIGNAGE DETAILS
C6	ANTENNA AND TOWER ELEVATION DETAILS
L1	LANDSCAPING PLAN

SHEET INDEX

CITY OF FULSHEAR PLANNING DEPARTMENT
301 JACKSON STREET, SUITE 301
RICHMOND, TX 77469
PHONE: (281) 238-3097
ATTN.: CUSTOMER SERVICE

PERMIT INFORMATION

Diamond Communications LLC

PROJECT INFORMATION:
SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522
KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:
Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER:
013541049

DRAWN BY: JWC
CHECKED BY: ALP

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
T1

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\ZD\DiamondComm-GB.dwg ---- 07/24/26 8:30 AM by: William.Bridger

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

1.00 GENERAL NOTES

1.01 ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE DRAWINGS AND SPECIFICATIONS. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE LATEST EDITION OF THE STATE, LOCAL AND NATIONAL CODES, ORDINANCES AND OR REGULATIONS APPLICABLE TO THIS PROJECT.

1.02 THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING THE WORK OF ALL TRADES AND SHALL CHECK ALL DIMENSIONS. ALL DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE PROJECT MANAGER AND/OR ENGINEER AND BE RESOLVED BEFORE PROCEEDING WITH WORK. WHERE THERE IS A CONFLICT BETWEEN DRAWING AND AT&T SPECIFICATIONS, THE DIAMOND COMMUNICATIONS PROJECT ENGINEER SHOULD BE CONTACTED FOR CLARIFICATION.

1.03 ALL INFORMATION SHOWN ON THE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. WHERE ACTUAL CONDITIONS CONFLICT WITH THE DRAWINGS, THEY SHALL BE REPORTED TO THE PROJECT MANAGER AND/OR ENGINEER SO THAT PROPER REVISIONS MAY BE MADE. MODIFICATION OF DETAILS OF CONSTRUCTION SHALL NOT BE MADE WITHOUT WRITTEN APPROVAL OF THE PROJECT MANAGER AND/OR ENGINEER.

1.04 CONTRACTOR SHALL REVIEW AND BE FAMILIAR WITH SITE CONDITIONS AS SHOWN ON THE ATTACHED SITE PLAN AND/OR SURVEY DRAWINGS.

1.05 WAVEGUIDE BRIDGE AND EQUIPMENT CABINETS ARE SHOWN FOR REFERENCE ONLY. REFER TO SEPARATE DRAWINGS FOR SPECIFIC INFORMATION.

1.06 ALL FINISHED GRADES SHALL SLOPE MINIMUM 1/4 IN./FT. AWAY FROM EQUIPMENT IN ALL DIRECTIONS. CONTRACTOR SHALL SLOPE SWALES AS REQUIRED ALONG EXISTING TERRAIN TO DRAIN AWAY FROM COMPOUND AND ACCESS DRIVE.

1.07 THE PROPOSED TOWER AND TOWER FOUNDATIONS WERE DESIGNED BY OTHERS. TOWER INFORMATION PROVIDED ON THESE PLANS ARE PROVIDED FOR REFERENCE PURPOSES ONLY. NOTIFY ENGINEER OR PROJECT MANAGER OF ANY CONFLICTS OR DISCREPANCIES. CONTRACTOR TO OBTAIN COPY OF TOWER DESIGN DRAWINGS, IF AVAILABLE, FROM DIAMOND COMMUNICATIONS PROJECT MANAGER TO CONFIRM COAX ROUTING AND ANTENNA MOUNT INFORMATION.

1.08 THE CONTRACTOR SHALL PROVIDE ADEQUATE EXCAVATION SLOPING, SHORING, BRACING, AND GUYS IN ACCORDANCE WITH ALL NATIONAL, STATE, AND LOCAL SAFETY ORDINANCES.

1.09 UPON COMPLETION OF CONSTRUCTION, CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITIES TO THE EXISTING ACCESS ROAD AND COMPOUND GRAVEL AREAS. ANY NEW FILL MATERIALS SHALL BE COMPACTED.

1.10 THE CONTRACTOR IS HEREBY NOTIFIED THAT PRIOR TO COMMENCING CONSTRUCTION, HE IS RESPONSIBLE FOR CONTACTING THE UTILITY COMPANIES INVOLVED AND SHALL REQUEST A VERIFICATION AT THE CONSTRUCTION SITE OF THE LOCATIONS OF THEIR UNDERGROUND UTILITIES AND WHERE THEY MAY POSSIBLY CONFLICT WITH THE PLACEMENT OF IMPROVEMENTS AS SHOWN ON THESE PLANS. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT WILL BE REQUIRED TO NOTIFY "TEXAS 811" 48 HOURS IN ADVANCE OF PERFORMING ANY WORK BY CALLING THE TOLL FREE NUMBER 1-(800) 344-8377 (OR 811). ANY UTILITIES DAMAGED BY CONSTRUCTION ACTIVITIES SHALL BE REPAIRED BY THE CONTRACTOR, AT NO EXPENSE TO THE OWNER.

1.11 CONTRACTOR TO PROVIDE DUMPSTER AND PORTABLE TOILET FACILITY DURING CONSTRUCTION.

1.12 CONTRACTOR TO PROVIDE STYMIE LOCK OR EQUIVALENT AS APPROVED BY DIAMOND COMMUNICATIONS PROJECT MANAGER.

1.13 CONTRACTOR TO PROVIDE ANY NECESSARY SIGNAGE PER DIAMOND COMMUNICATIONS PROJECT MANAGER'S INSTRUCTIONS. SEE DETAIL ON SHEET C5.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522
KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER:
013541049

DRAWN BY: JWC
CHECKED BY: ALP

SHEET TITLE:
GENERAL NOTES

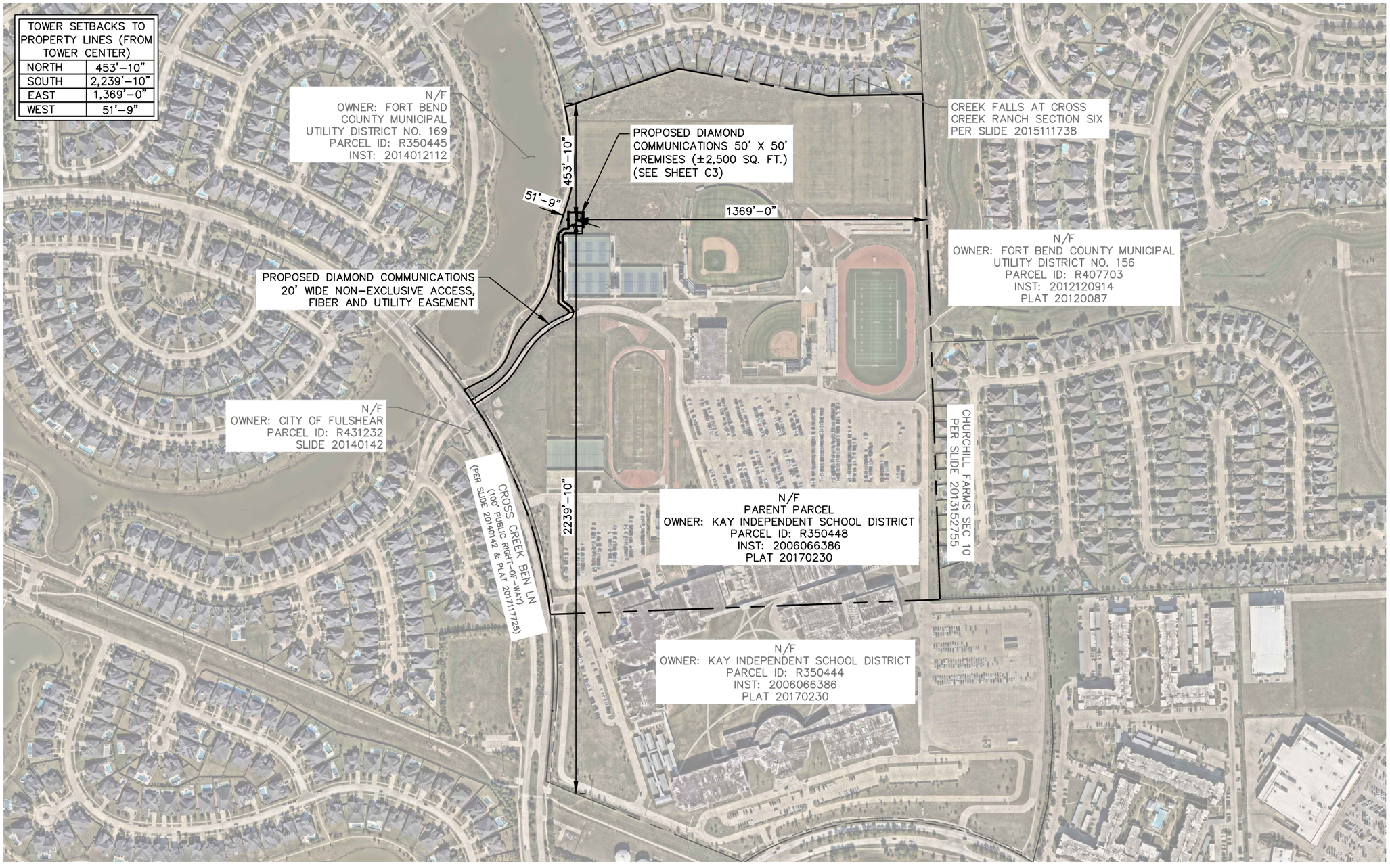
SHEET NUMBER:
N1

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\ZD\DiamondComm-GB.dwg ---- 07/24/26 8:30 AM by: William.Bridger

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	453'–10"
SOUTH	2,239'–10"
EAST	1,369'–0"
WEST	51'–9"



SURVEY NOTE:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT LAND SURVEYORS DATED 06/23/2026.

1 / C1 AERIAL AERIAL PLAN

SCALE: 1" = 400'

NORTH

0 200 400 800

GRAPHIC SCALE: 1" = 400'

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522

KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER:
013541049

DRAWN BY: JWC
CHECKED BY: ALP

SHEET TITLE:
OVERALL AERIAL PLAN

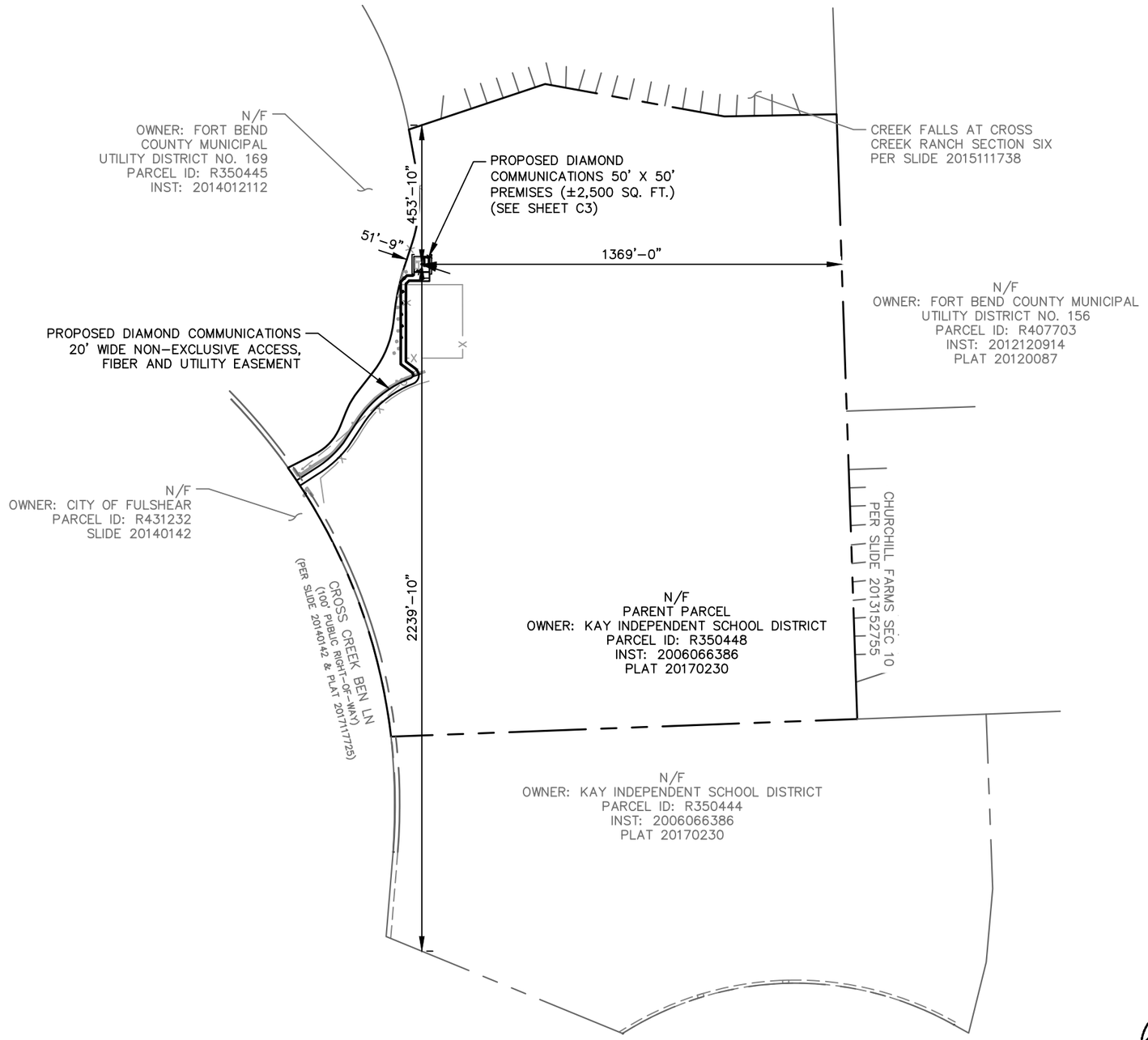
SHEET NUMBER:
C1

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\ZD\DiamondComm-GB.dwg ---- 07/24/26 8:30 AM by: William.Bridger

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

TOWER SETBACKS TO PROPERTY LINES (FROM TOWER CENTER)	
NORTH	453'–10"
SOUTH	2,239'–10"
EAST	1,369'–0"
WEST	51'–9"



SURVEY NOTE:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT DATED 07/02/2026 AND SITE VISIT ON 05/08/2019.

1 / C1.1 OVERALL PARCEL PLAN

SCALE: 1" = 400'

0 200 400 800

GRAPHIC SCALE: 1" = 400'

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522

KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770–619–4280
WWW.KIMLEY–HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER:
013541049

DRAWN BY:	CHECKED BY:
JWC	ALP

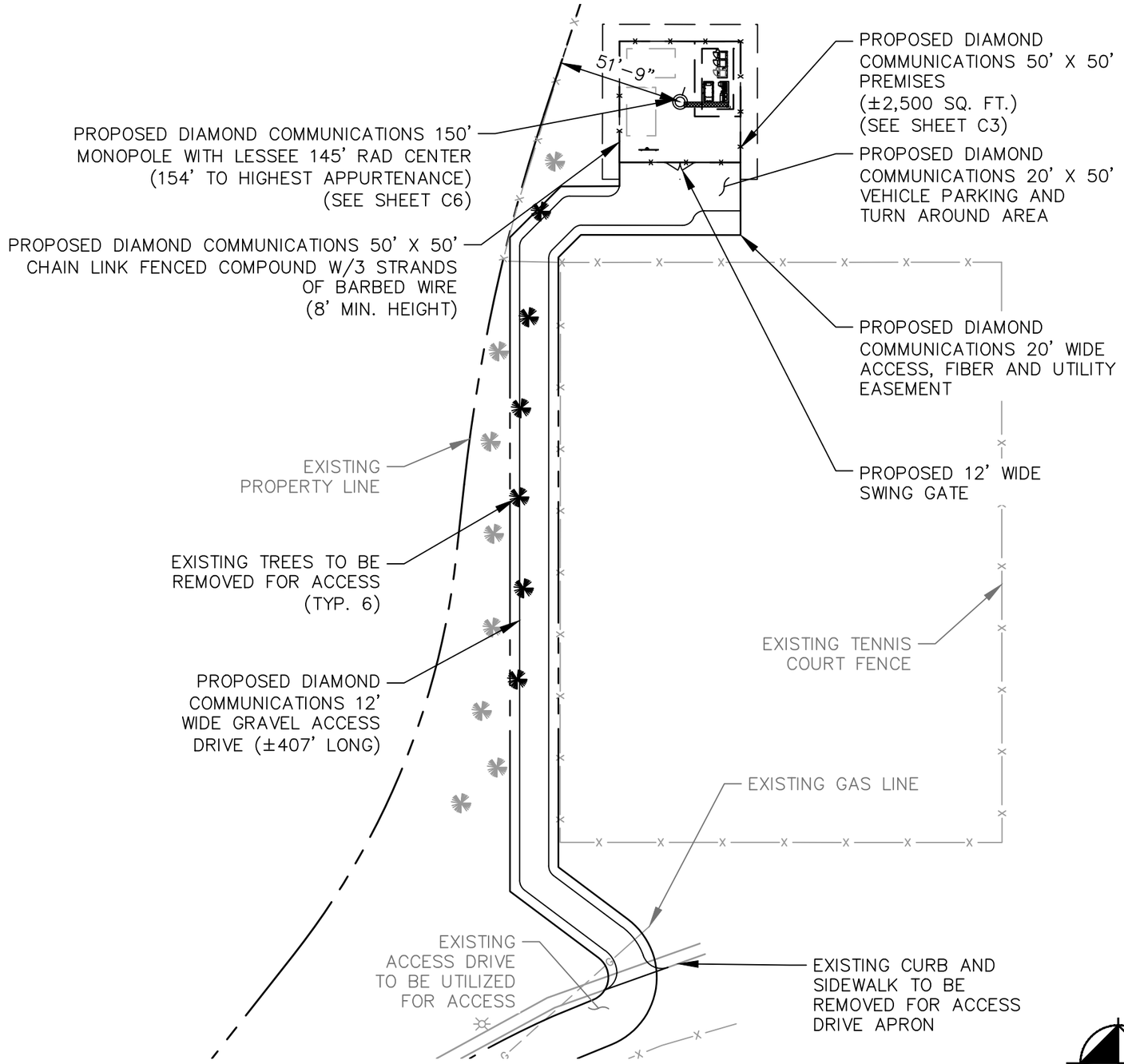
SHEET TITLE:
OVERALL PARCEL PLAN

SHEET NUMBER:
C1.1

K:\ATL_Wireless\Diamond Communications\Jordan High School – TX522\CAD\ZD\DiamondComm–GB.dwg ---- 07/24/26 8:30 AM by: William.Bridger

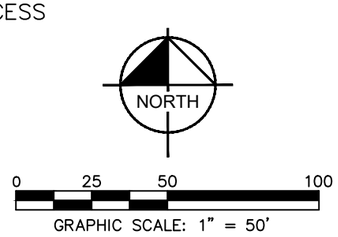
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. shall be without liability to Kimley–Horn and Associates, Inc.

Copyright Kimley–Horn and Associates, Inc., 2018



1 / C2 OVERALL SITE PLAN

SCALE: 1" = 50'



SURVEY NOTE:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT DATED 07/02/2026 AND SITE VISIT ON 05/08/2019.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522
KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER:
013541049

DRAWN BY: JWC
CHECKED BY: ALP

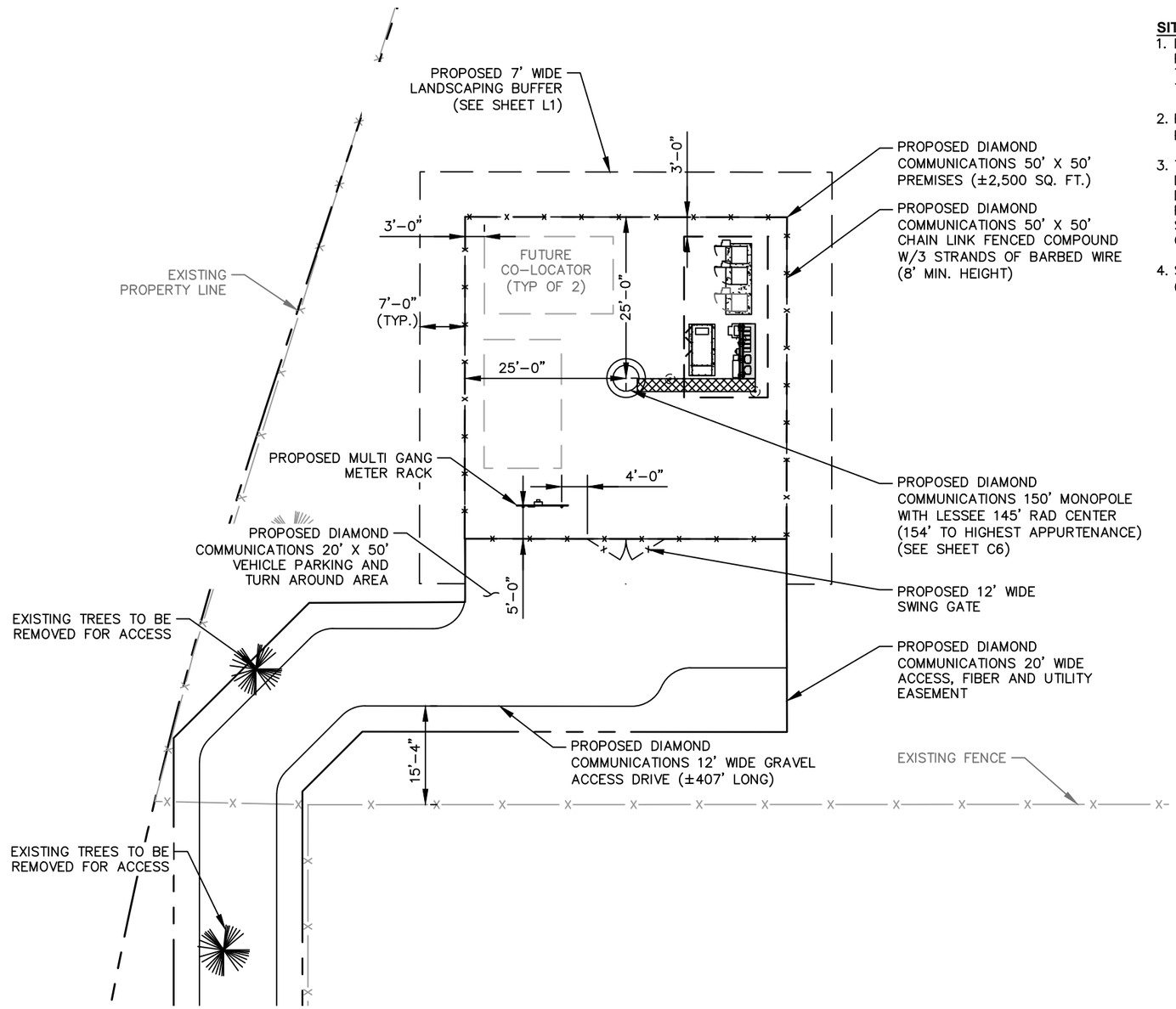
SHEET TITLE:
OVERALL SITE PLAN

SHEET NUMBER:
C2

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\ZD\DiamondComm-GB.dwg ---- 07/24/26 8:30 AM by: William.Bridger

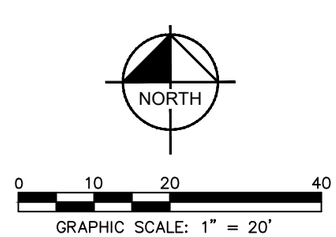
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



1 / C3 SITE PLAN

SCALE: 1" = 20'



SITE NOTES:

1. DIAMOND COMMUNICATIONS STAFF SHALL COORDINATE WITH THE PROPERTY OWNER TO OBTAIN THE PROPER EASEMENT AGREEMENTS TO CONSTRUCT AND MAINTAIN EQUIPMENT IN AND AROUND THE TOWER COMPOUND.
2. PROPOSED COMPOUND LAYOUT BASED ON SURVEY PROVIDED BY POINT TO POINT DATED 07/02/2026 AND SITE VISIT ON 05/08/2019.
3. TOWER DIMENSIONS SHOWN ON THIS PLAN ARE FOR TOWER CENTER LOCATION. CONTRACTOR TO OBTAIN COPY OF TOWER ERECTION DRAWINGS FROM DIAMOND COMMUNICATIONS CONSTRUCTION MANAGER PRIOR TO DRILLING TOWER FOUNDATIONS. CASSIONS AND TOWER SHOWN ON THIS PLAN ARE ILLUSTRATIVE, SEE DESIGN DRAWING BY OTHERS. DO NOT SCALE.
4. SITE IS LOCATED WITHIN FEMA FLOOD MAP AREA 48157C0105L DATED 04/02/2014 WITHIN FLOOD ZONE X.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522

KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:

Kimley»Horn

11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER: 013541049

DRAWN BY: JWC
CHECKED BY: ALP

SHEET TITLE: SITE PLAN

SHEET NUMBER: C3

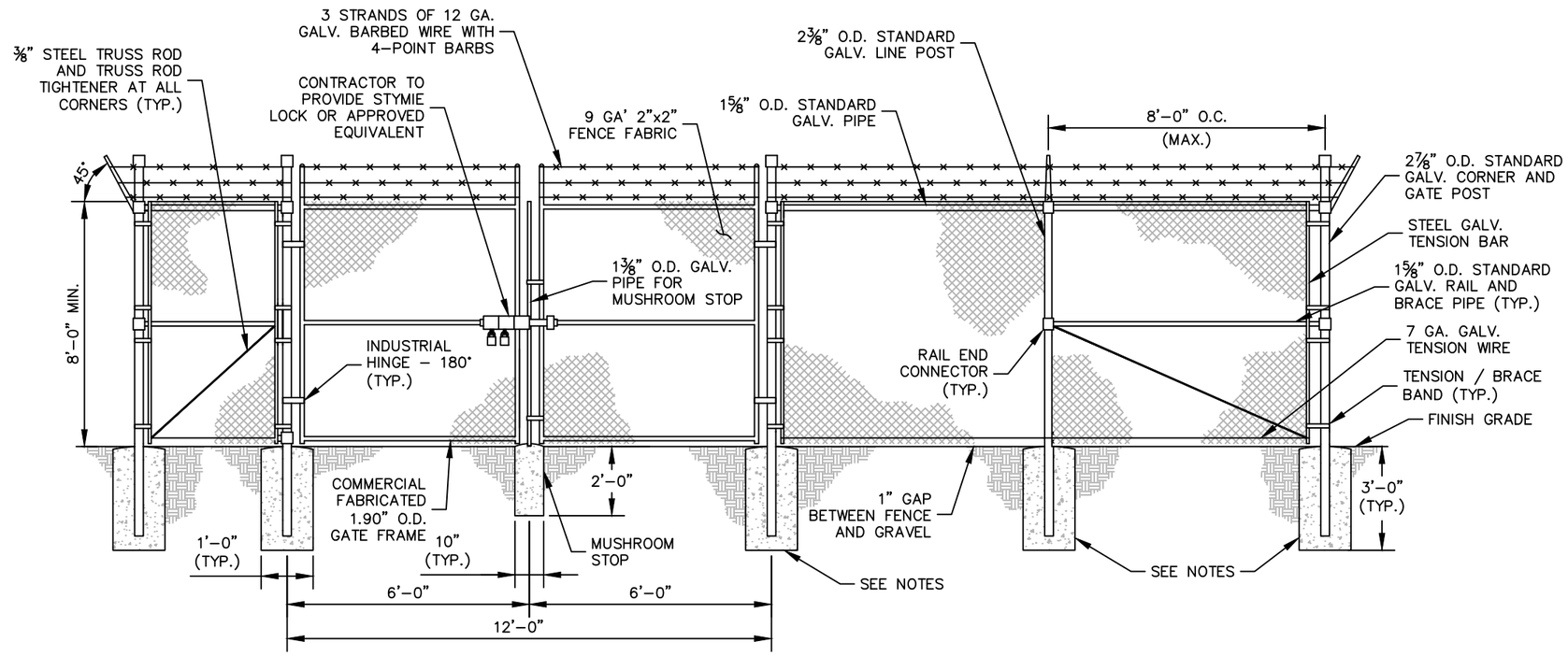
K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\ZD\DiamondComm-GB.dwg ---- 07/24/26 8:30 AM by: William.Bridger

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

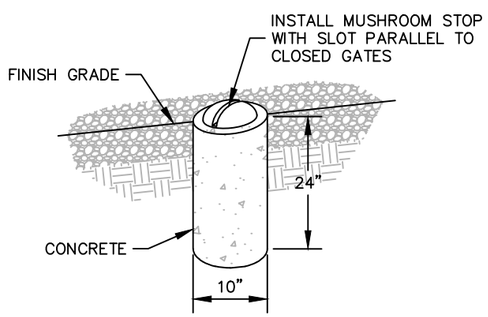
FENCE NOTES:

1. USE 3,000–PSI CONCRETE, FULLY CONSOLIDATED AROUND THE POST.
2. WHERE THE POST IS SET IN ROCK OR CONCRETE, CORE A HOLE 12" DEEP AND 1" LARGER IN DIAMETER THAN THE POST. SET THE POST AND GROUT IN PLACE USING NON–SHRINK GROUT.
3. ALL POSTS MUST BE PLUMB AND ALIGNED WITH ONE ANOTHER IN BOTH HORIZONTAL AND VERTICAL PLANES.
4. CORNERS AND GATEPOSTS FOR CHAIN LINK FENCES SHALL EXTEND ABOVE THE TOP STRAND OF BARBED WIRE TO PROVIDE TENSIONING FOR THE BARBED WIRE.
5. PROVIDE MIDRAILS AND BRACING AT ALL CORNER POSTS WHERE THE FENCE CHANGES DIRECTION BY MORE THAN 30 DEGREES.
6. THE GRADE OF THE SITE AND INSTALLATION OF THE FENCE SHALL PROVIDE FOR NO MORE THAN A 1" GAP BETWEEN THE BOTTOM OF THE FENCE MATERIAL AND FINISH GRADE.
7. CONTRACTOR SHALL PROVIDE HOLD OPEN DEVICES FOR ALL GATES AT THE SPECIFIED OPEN POSITIONS, DRIVEN PIPE TYPE RECEIVERS ARE NOT AUTHORIZED.
8. CONTRACTOR SHALL ALSO PROVIDE A MUSHROOM TYPE RECEIVER AT THE CLOSE POSITION.



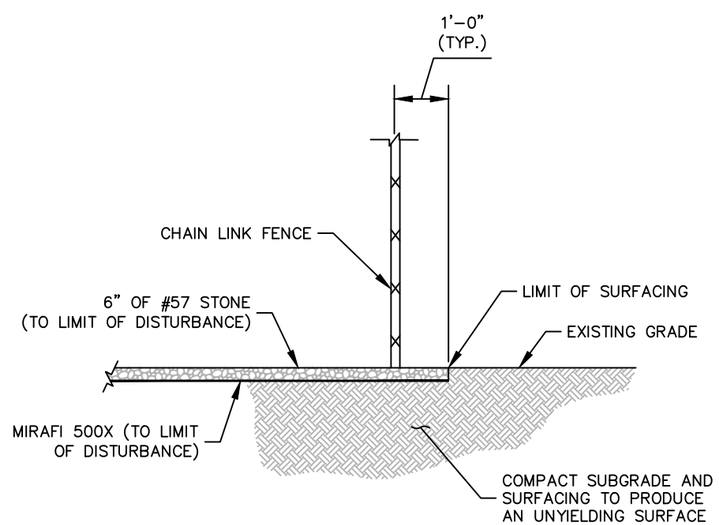
1 / C4 CHAIN LINK FENCE AND GATE ELEVATION

NOT TO SCALE



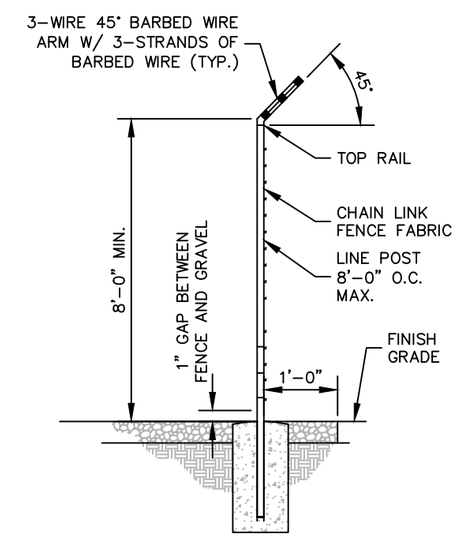
2 / C4 MUSHROOM STOP

NOT TO SCALE



3 / C4 SITE COMPOUND SURFACE DETAIL

NOT TO SCALE



4 / C4 SECTION AT FENCE

NOT TO SCALE

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522
KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770–619–4280
WWW.KIMLEY–HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER: 013541049

DRAWN BY: JWC
CHECKED BY: ALP

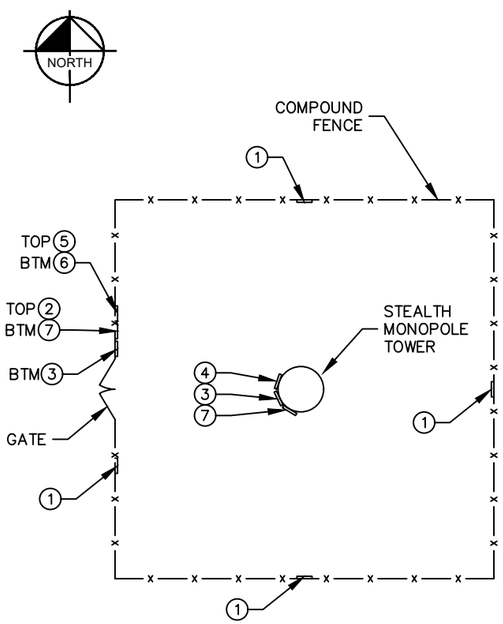
SHEET TITLE:
FENCE, GATE, AND COMPOUND DETAILS

SHEET NUMBER:
C4

K:\ATL_Wireless\Diamond Communications\Jordan High School – TX522\CAD\ZD\DiamondComm–GB.dwg ---- 07/24/26 8:31 AM by: William.Bridger

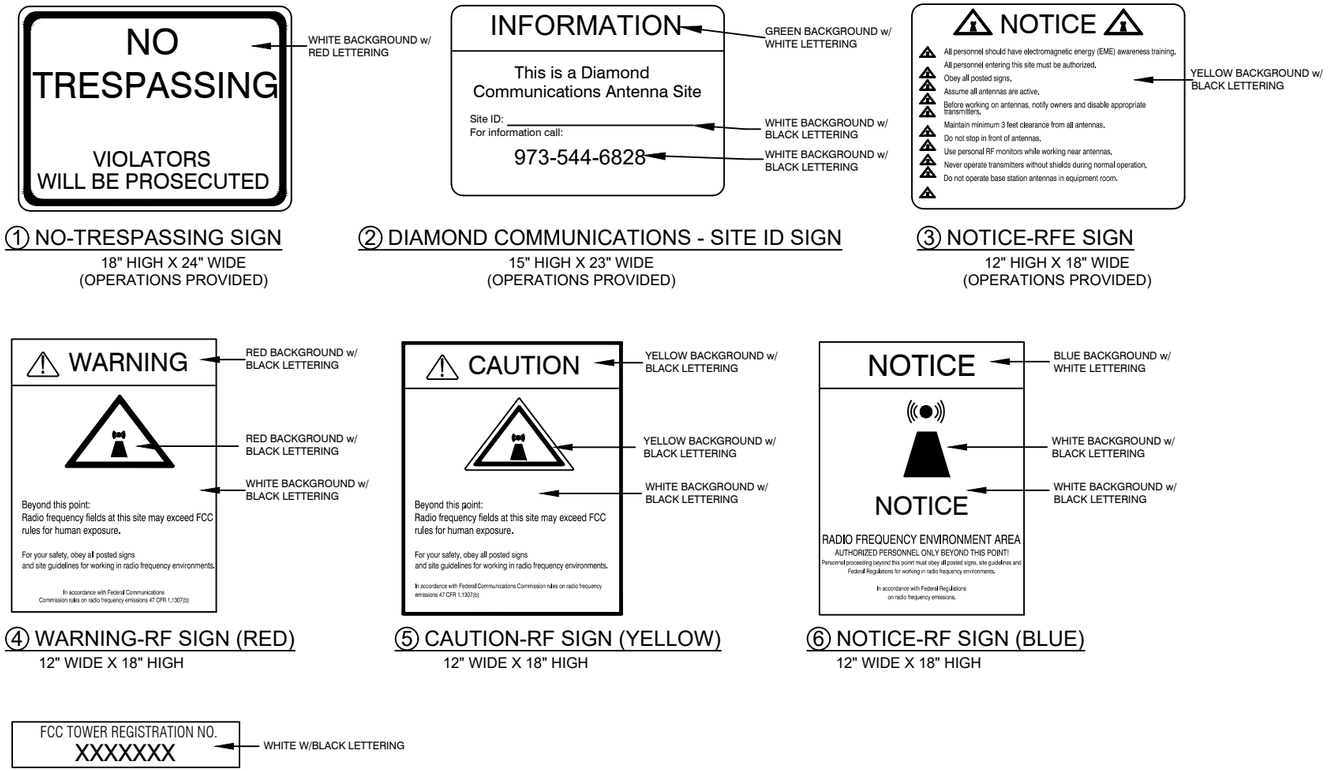
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. shall be without liability to Kimley–Horn and Associates, Inc.

Copyright Kimley–Horn and Associates, Inc., 2018



1 / C5 SIGN PLACEMENT PLAN VIEW

NOT TO SCALE



① NO-TRESPASSING SIGN
18" HIGH X 24" WIDE
(OPERATIONS PROVIDED)

② DIAMOND COMMUNICATIONS - SITE ID SIGN
15" HIGH X 23" WIDE
(OPERATIONS PROVIDED)

③ NOTICE-RFE SIGN
12" HIGH X 18" WIDE
(OPERATIONS PROVIDED)

④ WARNING-RF SIGN (RED)
12" WIDE X 18" HIGH

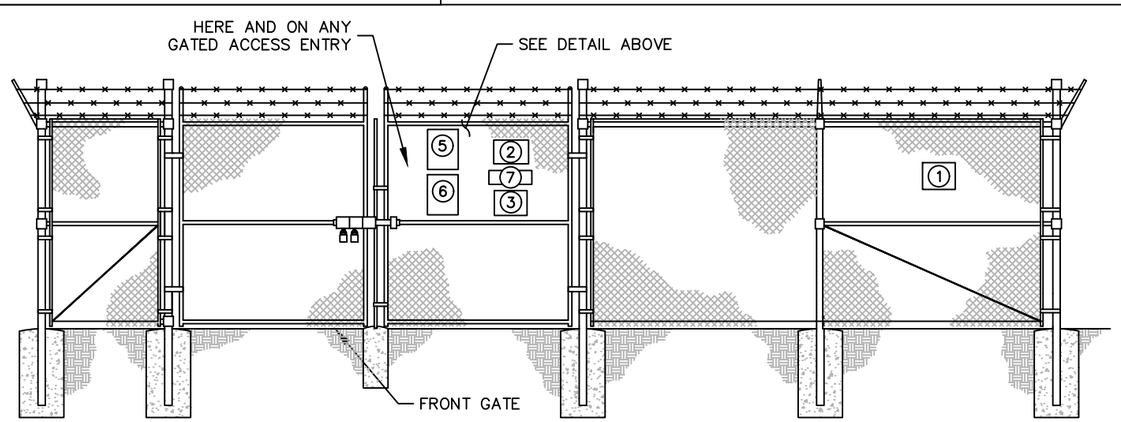
⑤ CAUTION-RF SIGN (YELLOW)
12" WIDE X 18" HIGH

⑥ NOTICE-RF SIGN (BLUE)
12" WIDE X 18" HIGH

⑦ FCC REGISTRATION SIGN
20 WIDE X 4" HIGH

2 / C5 TYPICAL SIGNS AND SPECIFICATIONS

NOT TO SCALE



3 / C5 SIGN PLACEMENT FRONT GATE VIEW

NOT TO SCALE

SIGNAGE NOTES:

1. SIGNS SHALL BE FABRICATED FROM CORROSION RESISTANT PRESSED METAL, AND PAINTED WITH LONG LASTING UV RESISTANT COATINGS.
2. SIGNS (EXCEPT WHERE NOTED OTHERWISE) SHALL BE MOUNTED TO THE TOWER, GATE, AND FENCE USING A MINIMUM OF 9 GAUGE ALUMINUM WIRE, HOG RINGS (AS UTILIZED IN FENCE INSTALLATIONS) OR BRACKETS WHERE NECESSARY. BRACKETS SHALL BE OF SIMILAR METAL AS THE STRUCTURE TO AVOID GALVANIC CORROSION.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522
KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER: 013541049

DRAWN BY: JWC CHECKED BY: ALP

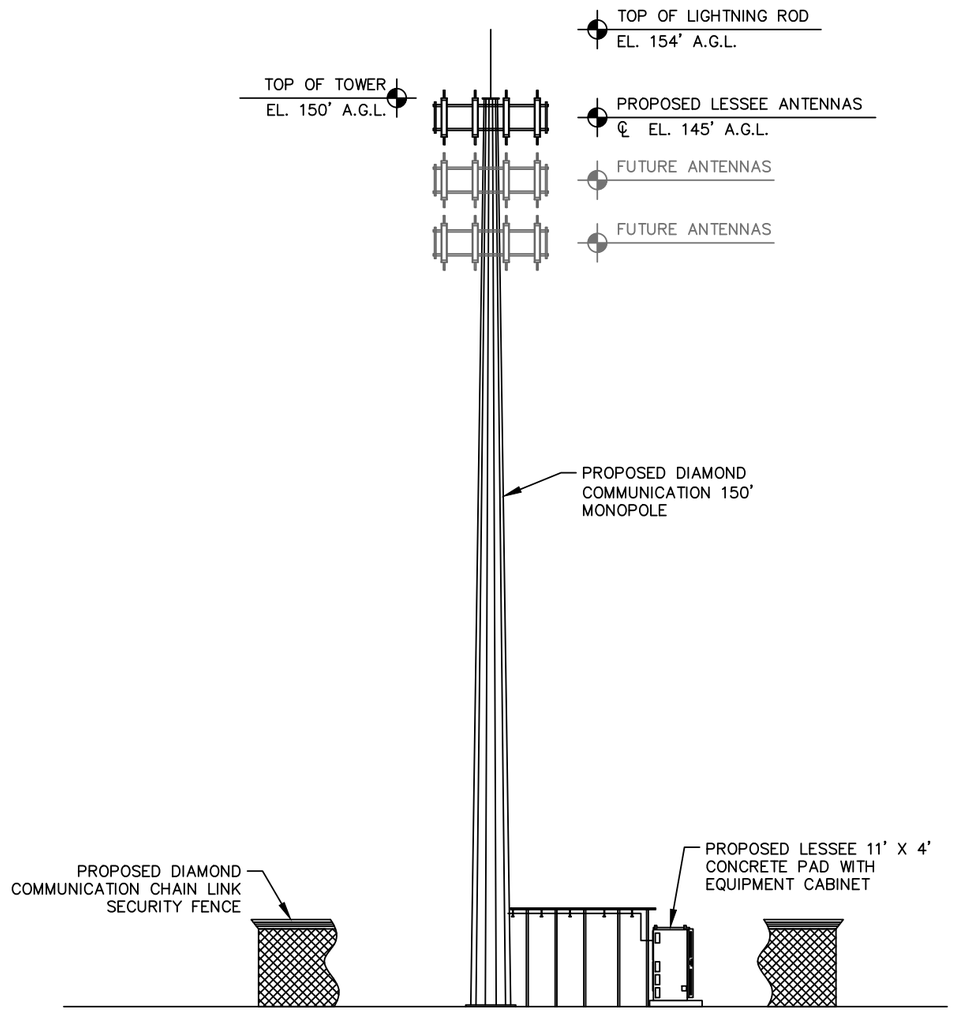
SHEET TITLE: SITE SIGNAGE DETAILS

SHEET NUMBER: C5

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\ZD\DiamondComm-GB.dwg ---- 07/24/26 8:31 AM by: William.Bridger

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018



1 / C6 SELF-SUPPORT TOWER ELEVATION

NOT TO SCALE

NOTES:

1. ALL PROPOSED ATTACHMENTS TO TOWER BASED ON TOWER DESIGN DRAWINGS BY OTHERS (SEE GENERAL NOTE 1.07, SHEET N1).
2. THE TOWER ELEVATION SHOWN IS FOR REFERENCE ONLY.
3. PROPOSED TOWER WILL BE GALVANIZED STEEL–GRAY IN COLOR.
4. PROPOSED TOWER WILL NOT BE ILLUMINATED.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522
KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770–619–4280
WWW.KIMLEY–HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

FOR ILLUSTRATIVE PURPOSES ONLY- NO SIGNATURE REQUIRED

KHA PROJECT NUMBER: 013541049

DRAWN BY: JWC CHECKED BY: ALP

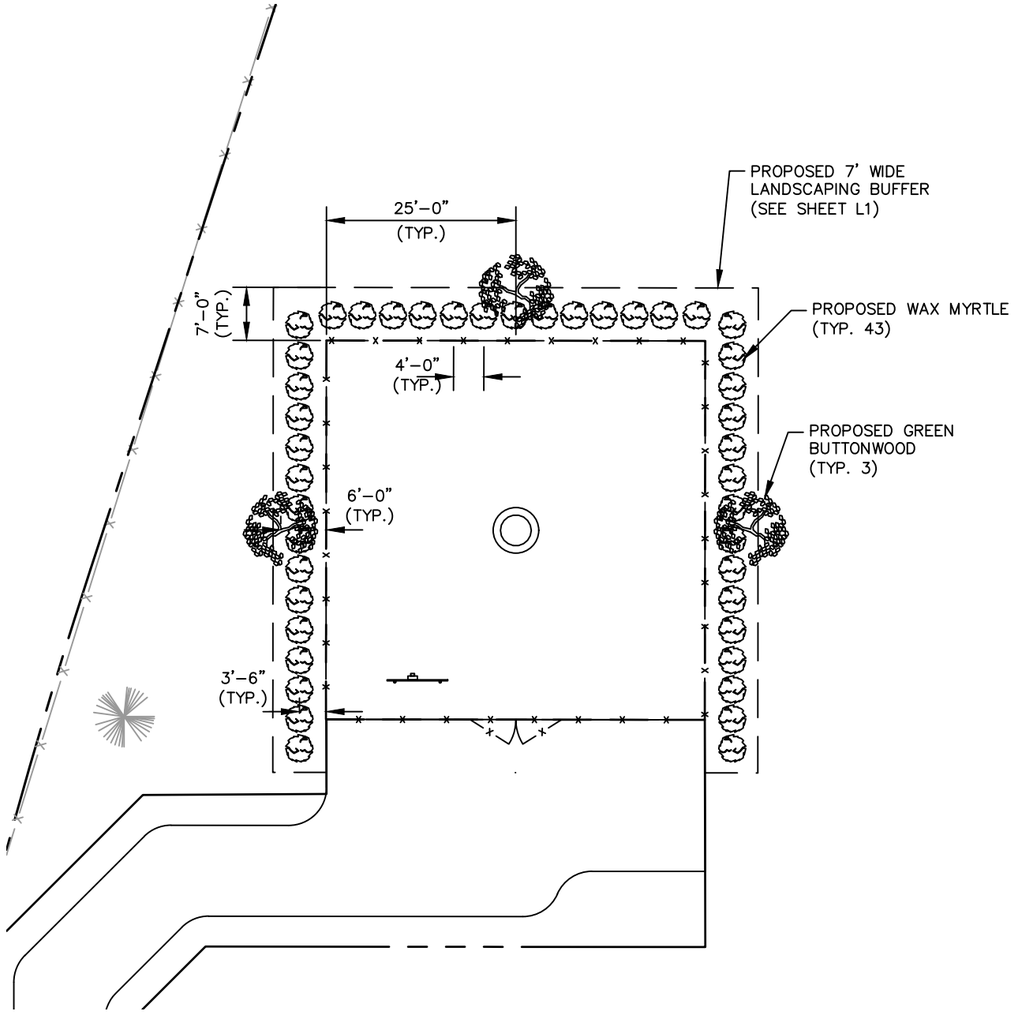
SHEET TITLE: ANTENNA AND TOWER ELEVATION DETAILS

SHEET NUMBER: C6

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\ZD\DiamondComm-GB.dwg ---- 07/24/26 8:31 AM by: William.Bridger

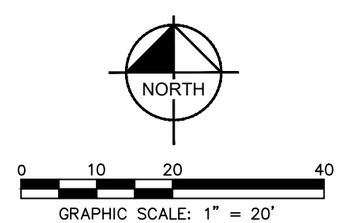
This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley–Horn and Associates, Inc. shall be without liability to Kimley–Horn and Associates, Inc.

Copyright Kimley–Horn and Associates, Inc., 2018



1 / L1 LANDSCAPING PLAN

SCALE: 1" = 20'



LEGEND

	GREEN BUTTONWOOD
	WAX MYRTLE

GENERAL LANDSCAPE NOTES:

1. THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF HIS WORK WITH THAT OF ALL OTHER CONTRACTORS. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE OR NON-EXISTENCE OF ANY UTILITIES. PRIOR TO COMMENCEMENT OF ANY WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL ABOVE GROUND AND UNDERGROUND UTILITIES.
2. THE QUALITY AND SIZE OF ALL PLANT MATERIAL SHALL CONFORM TO THE MOST CURRENT STANDARDS AS SET FORTH IN ANSI Z60.180 - AMERICAN STANDARD FOR NURSERY STOCK.
3. ALL DISTURBED AREAS NOT COVERED BY HARDSCAPE OR PLANT MATERIALS SHALL BE COVERED WITH SEED AND STRAW.
4. PLANT SUBSTITUTION MAY BE PERMITTED ONLY AFTER PROOF THAT SPECIFIED PLANTS ARE UNAVAILABLE AND THE REQUEST HAS BEEN SUBMITTED TO THE OWNER OR LANDSCAPE ARCHITECT. THE CONTRACTOR SHALL PROVIDE THE NEAREST EQUIVALENT OBTAINABLE SIZE AND VARIETY OF THE PLANT HAVING THE SAME ESSENTIAL CHARACTERISTICS AS THE PLANT SPECIFIED
5. MINOR PLANT LOCATION ADJUSTMENTS MAY BE MADE IN THE FIELD TO ENSURE ACCESS TO UTILITY JUNCTION BOXES, FREE SITE LIGHTING OF FUTURE TREE CANOPY INTERFERENCE AND ALLOW UNINHIBITED PEDESTRIAN / VEHICULAR CIRCULATION ON ALL PAVEMENTS OR FOUNDATIONS.
6. ALL SHRUB MASSES OF TWO OR MORE SHALL BE EDGED INTO A PLANTING BED AND MULCHED PER DETAIL. ALL INDIVIDUAL TREES AND SHRUBS SHALL HAVE A MULCH SAUCER EQUAL IN DIAMETER TO THE PLANTING PIT DIAMETER AND SHALL BE MULCHED AS SHOWN ON THE DETAILS. UNLESS OTHERWISE INDICATED, ALL BED EDGES SHALL BE A DEEP CUT CLEAN SPADE EDGE.
7. THE CONTRACTOR SHALL VERIFY THAT EACH TREE OR SHRUB PIT WILL DRAIN BEFORE INSTALLING PLANT MATERIAL. HE SHALL FILL THE HOLE WITH SIX INCHES (6") OF WATER THAT SHOULD PERCOLATE OUT WITHIN TWENTY-FOUR HOURS. SHOULD ANY AREA NOT DRAIN PROPERLY, A PERFORATED DRAIN LINE SHALL BE INSTALLED, OR THE PLANTS RELOCATED.
8. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY IF HE ENCOUNTERS ANY UNSUITABLE SURFACE OR SUBSURFACE DRAINAGE CONDITIONS, SOIL DEPTH, LATENT SOILS, HARD PAN, UTILITY LINES, OR OTHER CONDITIONS THAT WILL JEOPARDIZE THE HEALTH AND VIGOR OF THE PLANTS. SHOULD THE CONTRACTOR NOT NOTIFY THE OWNER OF A PROBLEM AREA, HE WARRANTS THAT THE AREAS ARE SUITABLE FOR PROPER GROWTH AND DEVELOPMENT OF ALL PLANTS INSTALLED.
9. THE CONTRACTOR SHOULD VERIFY LANDSCAPING/TREE PLANTING LOCATIONS WITH THE PUBLIC UTILITIES DEPARTMENT TO AVOID CONFLICTS WITH WATER, SEWER, AND GAS LINES.
10. PLANTS SHALL BE SO TRAINED IN DEVELOPMENT AND APPEARANCE AS TO BE UNQUESTIONABLE SUPERIOR IN FORM, COMPACTNESS AND SYMMETRY. THEY SHALL BE SOUND, HEALTHY, VIGOROUS, WELL BRANCHED AND DENSELY FOLIATED WHEN IN LEAF, AND FREE OF DISEASE AND INSECT ADULT EGGS, PUPAE OR LARVAE. THEY SHALL HAVE HEALTHY, WELL-DEVELOPED ROOT SYSTEMS AND SHALL BE FREE FROM PHYSICAL DAMAGE OR OTHER CONDITIONS THAT WOULD PREVENT THRIVING GROWTH.
11. THERE SHALL BE NO CIRCLING OR GIRDLING ROOTS. CIRCLING ROOTS SHOULD BE CUT IN AT LEAST ONE PLACE.
12. THERE SHOULD BE ONE DOMINANT LEADER TO THE TOP OF THE TREE WITH THE LARGEST BRANCHES SPACED AT LEAST 6 INCHES APART. THERE CAN BE TWO LEADERS IN THE TOP 10% OF THE TREE IF IT IS OTHERWISE OF GOOD QUALITY.
13. THE TREE CANOPY SHOULD BE SYMMETRICAL AND FREE OF LARGE VOIDS. CLEAR TRUNK SHOULD BE NO MORE THAN 40% OF TREE HEIGHT UNLESS OTHERWISE SPECIFIED IN THE PLANTING SPECIFICATIONS. CLEAR TRUNK SHALL BE OF SUFFICIENT HEIGHT TO CLEAR SURROUNDING USES THAT MAY BE IMPACTED BY THE FUTURE GROWTH OF THE TREE.
14. OPEN TRUNK AND BRANCH WOUNDS SHALL BE LESS THAN 10% OF THE CIRCUMFERENCE AT THE WOUND AND NO MORE THAN 2 INCHES TALL. PROPERLY MADE PRUNING CUTS ARE NOT CONSIDERED OPEN TRUNK WOUNDS. THERE SHOULD BE NO CONKS OR BLEEDING, AND THERE SHOULD BE NO SIGNS OF INSECTS OR DISEASE ON MORE THAN 5% OF THE TREE.
15. IF ANY OF THE ABOVE CONDITIONS ARE NOT MET, TREES MAY BE REJECTED.
16. TREE PROTECTION DEVICES MUST BE INSTALLED AND INSPECTED PRIOR TO ANY CLEARING, GRUBBING, OR GRADING OF THE SITE BY THE LOCAL ARBORIST.

PLANTING LIST

SYM./KEY	QTY.	BOTANICAL NAME	COMMON NAME	SPECIFICATION		
				ROOT	CALIPER/ SIZE MIN.	SPACING
GB	3	CONOCARPUS ERECTUS SERICEUS	GREEN BUTTONWOOD	B&B	10'	25' O.C.
WM	43	MYRICA CERIFERA	WAX MYRTLE	B&B	24"	4' O.C.

Diamond Communications LLC

PROJECT INFORMATION:

SITE NAME:
JORDAN HIGH SCHOOL
SITE #: TX522
KATY FULSHEAR BEND RD
FULSHEAR, TX 77441
FORT BEND COUNTY

PLANS PREPARED BY:

Kimley»Horn
11720 AMBER PARK DRIVE, SUITE 600
ALPHARETTA, GA 30009
PHONE: 770-619-4280
WWW.KIMLEY-HORN.COM

REV:	DATE:	ISSUED FOR:	BY:
7			
6			
5			
4			
3			
2			
1			
0			
A	07/24/26	ZONING	ALP

LICENSER:

PRELIMINARY
NOT FOR CONSTRUCTION

KHA PROJECT NUMBER: 013541049

DRAWN BY: JWC CHECKED BY: ALP

SHEET TITLE: LANDSCAPING PLAN

SHEET NUMBER: L1

K:\ATL_Wireless\Diamond Communications\Jordan High School - TX522\CAD\ZD\DiamondComm-GB.dwg ---- 07/24/26 8:31 AM by: William.Bridger

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

Copyright Kimley-Horn and Associates, Inc., 2018

SPECIAL WARRANTY DEED

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF FORT BEND §

THAT **TMI, INC.**, a Texas corporation doing business as Trendmaker Development Company, hereinafter called "Grantor," for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to it in hand paid by the Grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD AND CONVEYED and by the presents does GRANT, SELL AND CONVEY unto **KATY INDEPENDENT SCHOOL DISTRICT**, a political subdivision and independent school district under the laws of the State of Texas, hereinafter called "Grantee," the following described Property, to-wit:

> Approximately 123.09 acres of land situated in the J.W. Scott Survey, Abstract 321 and the A.G. Sharpless Survey, Abstract 322 partially in the City of Fulshear, Fort Bend County, Texas as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Land").

together with all rights, titles and interests appurtenant thereto, including but not limited to: (i) all of Grantor's right, title, and interest in and to existing streets, alleys, and/or rights-of-way adjacent to the Land, and any strips or gores of real estate adjacent to the Land, if any; (ii) all rights in and to existing roads, rights-of-way, ingress and egress easements, and utility easements benefiting or relating to the Land, if any; (iii) all rights and/or reservations for water and wastewater capacity applicable to the Land, if any; and (iv) all drainage ways, easements, and rights and interests with respect to drainage of the Land, including all drainage ways, easements, rights and interests on or affecting real property located off of the Land that benefits or serves the Land, if any (the Land together with the above described rights, titles and interests appurtenant thereto being collectively herein referred to as the "Property").

This conveyance is made and accepted subject to those matters set forth on **Exhibit "B"** attached hereto and made a part hereof for all purposes, to the extent that same are valid and affect the Property.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee, its successors and assigns, forever, subject to the aforesaid exceptions, and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

CFAR\001044\00022\179594.4

Return to: Anna Melass
LandAmerica Commonwealth Title Co.
5847 San Felipe, Suite 4000
Houston, Texas 77057 2019000035

UNOFFICIAL COPY

Use Restrictions. This conveyance is further made subject to the following restrictions on the use of the Property, which are hereby created and imposed as restrictive covenants running with title to the Property for the term of these restrictions as stated below, and shall bind each and every owner from time to time of any portion of the Property for the term stated:

For so long as the Property is owned by Grantee, Grantee shall only use the Property as a public school and such other reasonably necessary uses that are ancillary and incidental to the primary use of the Property as a public school (such ancillary uses to include, without limitation, playground facilities, sports facilities and administrative office, but to exclude bus maintenance or storage facilities); and

As a condition to any conveyance of all or any portion of the Property by Grantee to a third party, the Property shall be restricted to single family residences and shall be conveyed subject to the then existing provisions of the Declaration of Covenants, Conditions and Restrictions of Cross Creek Ranch Subdivision (the "Cross Creek Ranch Declaration"), which as they pertain to the Property, shall be consistent with single family residential use.

The foregoing restrictions shall be enforceable by (i) Grantor, its successors and assigns, (ii) the "Association," as defined in the Cross Creek Ranch Declaration, or (iii) any owner of property which is at the time subject to the Cross Creek Ranch Declaration.

Restriction on Relocation of Drillsite Tracts. Reference is hereby made to that certain Partial Waiver of Surface Rights, and Drillsite and Access Easement Use Agreement dated as of January 5, 2005 (the "Agreement"), by and among Steven E. Stern, Joyce C. Herlands, Roy Howard Stern and Judith I. Stern (collectively, the "Mineral Owners"), and TMI, Inc., a Texas corporation doing business as Trendmaker Development Company ("Initial Surface Owner"), recorded under Clerk's File No. 2005003095 of the Real Property Records of Fort Bend County, Texas. In this regard, Grantor, as the Initial Surface Owner, agrees that Grantor shall not relocate any Drillsite Tract (as such term is defined in the Agreement), to any portion of the Property without the prior written consent of Grantee for as long as, and only for as long as, Grantee owns such portion of the Property. The foregoing restrictions shall be binding upon any successor in interest to Grantor as the Initial Surface Owner under the Agreement. Upon any conveyance or other transfer of the Property or any portion of the Property by Grantee, Grantor, as the Initial Surface Owner, and any successor in interest to Grantor as the Initial Surface Owner under the Agreement, shall not be obligated to obtain the consent or approval of Grantee or any successor owner to relocate any Drillsite Tract to such conveyed portion of the Property.

Taxes for the current year have been prorated as of the date hereof and Grantee assumes and agrees to pay the same.

[REST OF PAGE INTENTIONALLY BLANK]

UNOFFICIAL DOCUMENT

AS PER ORIGINAL

Unofficial Document

EXECUTED on the date of acknowledgment set forth below, to be effective as of the 2nd ~~day of May~~ June, 2006.

TMI, INC., a Texas corporation

By: _____
Joel M. Marshal, Senior Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

This instrument was acknowledged before me on this 2nd day of ~~May~~ June, 2006, by Joel M. Marshall, Senior Vice President of **TMI, INC.**, a Texas corporation, on behalf of said corporation.

ANNA MELASS
Notary Public, State of Texas
My Commission Expires 04/19/2007

_____
Notary Public in and for
The State of T E X A S

Printed Name: _____

Commission Expires: _____

[ADDITIONAL SIGNATURE ON FOLLOWING PAGE]

UNOFFICIAL DOCUMENT

Exhibit "A"

DESCRIPTION OF A 123.09-ACRE TRACT OF LAND
SITUATED IN THE
J.W. SCOTT SURVEY, ABSTRACT 321
AND THE
A.G. SHARPLESS SURVEY, ABSTRACT 322
PARTIALLY IN THE CITY OF FULSHEAR
FORT BEND COUNTY, TEXAS

BEING 123.09 acres of land situated in the J.W. Scott Survey, Abstract Number 321 and the A.G. Sharpless Survey, Abstract Number 322, partially in the City of Fulshear, Fort Bend County, Texas and being a portion of a called 1030.03 acre tract of land (Parcel 2) and a portion of a called 1214.62 acre tract of land (Parcel 3), said parcels being described in an instrument filed for record under Fort Bend County Clerk's File Number 2005115742, said 123.09 acre tract of land being more particularly described by metes and bounds as follows;

COMMENCING at a 5/8-inch iron rod found for the most easterly northeast corner of said 1030.03 acre tract and the southeast corner of a called 2.00 acre tract described in an instrument filed for record under Volume 1589, Page 776 of the Fort Bend County Deed Records, same being in the west right-of-way line of Farm-to-Market Road 1463 (100-foot width as monumented on the ground, Volume 275, Page 525 of the Fort Bend County Deed Records (west 50-feet) and from which a 3/4-inch iron pipe found bears N 26° 07' W, 1.47 feet;

THENCE S 87°48'46" W, at a distance of 295.16 feet pass a 1/2-inch iron pipe found for the southwest corner of said 2.00 acre tract and the most southerly southeast corner of a called 209.8496 acre tract of land described in an instrument filed for record under Clerk's File Number 2000072486 of the Official Public Records of Fort Bend County Deed Records and continuing along a north line of said 1030.03 acre tract and the south line of said called 209.8496 acre tract for a total distance of 1647.38 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for the **POINT OF BEGINNING**;

THENCE the following courses and distances over and across said 1030.03 acre tract and said 1214.62 acre tract:

S 02°11'14" E, a distance of 570.00 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for corner;

S 04°59'14" W, a distance of 240.00 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for corner;

S 13°56'17" W, a distance of 238.54 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for the beginning of a non-tangent curve to the right;

In a northwesterly direction, along said curve to the right a distance of 55.71 feet, having a radius of 2950.00 feet, a central angle of 01°04'55" and a chord which bears N 61°06'14" W, 55.71 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for a point of reverse curvature;

In a westerly direction, along a curve to the left, a distance of 1134.60 feet, having a radius of 1050.00 feet, a central angle of 61°54'45" and a chord which bears S 88°28'52" W, 1080.20 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for corner in the northeasterly line of a called 80-foot wide Houston Lighting and Power Company Easement described in Volume 431, Page 365-367 of the Fort Bend County Deed Records;

N 67°41'25" W, a distance of 833.16 feet along the northeasterly line of said 80-foot wide Houston Lighting and Power Company Easement to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for corner;

N 04°40'14" E, a distance of 276.18 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

In a northerly direction, along said curve to the left, a distance of 1615.59 feet, having a radius of 1900.00 feet, a central angle of 48°43'09" and a chord which bears N 19°41'20" W, 1567.35 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for a point of reverse curvature;

In a northerly direction, along a curve to the right, a distance of 38.49 feet, having a radius of 25.00 feet, a central angle of 88°12'50" and a chord which bears N 00°03'30" E, 34.80 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for the point of tangency;

N 44°09'55" E, a distance of 12.46 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for the beginning of a tangent curve to the left;

In a northerly direction, along said curve to the left, a distance of 1210.18 feet, having a radius of 885.00 feet, a central angle of 78°20'53" and a chord which bears N 04°59'29" E, 1118.07 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for a point of reverse curvature;

In a northerly direction, along a curve to the right, a distance of 37.76 feet, having a radius of 25.00 feet, a central angle of 86°32'06" and a chord which bears N 09°05'05" E, 34.27 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for corner;

N 52°21'08" E, a distance of 75.88 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for the beginning of a tangent curve to the right;

In a northeasterly direction, along said curve to the right, a distance of 240.62 feet, having a radius of 1830.00 feet, a central angle of 07°32'01" and a chord which bears N 56°07'09" E, 240.45 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for the beginning of a non-tangent curve to the right whose radius point bears S 54°29'41" W, a distance of 1225.00 feet;

In a southeasterly direction, along said curve to the right, a distance of 537.61 feet, having a radius of 1225.00 feet, a central angle of 25°08'43" and a chord which bears S 22°55'58" E, 533.31 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for corner;

N 71°31'06" E, a distance of 468.41 feet to a 5/8-inch iron rod with a cap stamped "Brown &

UNOFFICIAL COPY

Gay" set for corner;

S 79°46'03" E, a distance of 594.00 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for corner;

N 88°51'09" E, a distance of 365.75 feet to a 5/8-inch iron rod with a cap stamped "Brown & Gay" set for corner in the east line of said 1214.62 acre tract and the west line of said called 209.8496 acre tract;

THENCE S 01°58'42" E, along the west line of said called 209.8496 acre tract, at a distance of 1473.00 feet pass a southeast corner of said 1214.62 acre tract and a northeast corner of said 1030.03 acre tract and continuing for a total distance of 1973.50 feet to a 3/4-inch iron pipe found for the southwest corner of said called 209.8496 acre tract and a reentrant corner of said called 1030.03 acre tract;

THENCE N 87°48'46" E, a distance of 420.34 feet to the **POINT OF BEGINNING** and containing 123.09 acres of land.

Unofficial Document

UNOFFICIAL DOCUMENT

EXHIBIT "B"

PERMITTED EXCEPTIONS

1. Restrictive Covenants recorded in/under Clerk's File No. 2005003096 of the Real Property Records of Fort Bend County, Texas.

2. ¼ of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same as the same are set forth in instrument recorded in Volume 301, Page 78 of the Deed Records of Fort Bend County, Texas. Surface rights are not waived therein. (Affects a 178.55 acre tract)

3. A 16.5/432 royal interest in and to all the oil, gas and other minerals on, in, under or that may be produced from the property as the same are set forth in that certain instrument recorded in Volume 286, Page 293 of the Deed Records of Fort Bend County, Texas. (Affects a 459.4 acre tract)

4. ½ of all the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same as the same are set forth in instrument recorded in Volume 511, page 344 of the Deed Records of Fort Bend County, Texas. Surface rights are not waived therein. (Affects a 326.42 acre tract)

5. A 1/16th royalty interest in and to all the oil, gas and other minerals on, in, under or that may be produced from the property as the same are set forth in instrument recorded in Volume 171, Page 43 of the Deed Records of Fort Bend County, Texas. (Affects a 326.4 acre tract)

6. A 1/16th royalty interest in and to all the oil, gas and other minerals on, in, under or that may be produced from the property as the same are set forth in instrument recorded in Volume 485, Page 602 of the Deed Records of Fort Bend County, Texas. (Affects a 661.59 acre tract)

7. Partial waiver of surface rights and drill site and access easement use agreement, dated January 5, 2005, executed by Steve S. Stern, Joyce C. Herlands, Roy Howard Stern, and Judith I. Stern, recorded under Clerk's File No. 2005003095 of the County Clerk Official Records of Fort Bend County, Texas. Joinder agreement recorded under Clerk's File No. 2005040993, 2005040994, 2005040995, 2005040996 and 2005040997 of the County Clerk Official Records of Fort Bend County, Texas.

8. All the oil, gas and other minerals, the royalties, bonuses, rentals and all other rights in connection with same, as same are set forth in instrument recorded under

Clerk's File No. 2005115742 of the County Clerk Official Records of Fort Bend County, Texas.

9. Rights of tenants and assigns, as tenants only, under currently effective lease agreements or any unrecorded leases assigned in whole or in part to Grantee.

10. Rights of Board of Water Engineers of the State of Texas to control the withdrawal of water from underground water reservoir beneath the property in accordance with that instrument recorded in Volume 1, Page 85 of the Water Permit Records of Fort Bend County, Texas.

11. Terms, conditions and stipulations as set forth and reflected in Designation of Drill Site Access Easements dated September 20, 2005, recorded under Clerk's File No. 2005115746 of the County Clerk Official Records of Fort Bend County, Texas.

12. Terms, conditions and stipulations as set forth and reflected in Assignment of Utility Rights dated September 20, 2005, recorded under Clerk's File No. 2005115747 of the County Clerk Official Records of Fort Bend County, Texas.

Ret
Landamerica Commonwealth Title - HOU

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dr. Dianne Wilson

2006 Jun 06 02:03 PM 2006066386

KW $37.00

Dianne Wilson, Ph.D. COUNTY CLERK

FT BEND COUNTY TEXAS

Unofficial Document

After recording, return to:
Legal Department
Diamond Towers V LLC
120 Mountain Ave.
Springfield, New Jersey 07081

Site Name: Jordan High School TX519

Memorandum of Option and Ground Lease Agreement

This Memorandum of Land Lease Agreement ("Memorandum") evidences that a lease ("Lease") was made and entered into by an Option and Ground Lease Agreement dated July 23, 2026, between the Katy Independent School District, a political subdivision of the State of Texas ("Lessor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a 2,500 square foot parcel ("Site") on the parent tract described in Exhibit "A" attached hereto and located at 27500 Fulshear Bend Dr., Fulshear, TX 77441, Parcel ID: R350448. The Site is described in Exhibit "B" attached hereto. The Lessor also grants easements ("Easements") for unrestricted rights of ingress and egress to and from the Site and to electric and telephone facilities, which are described in Exhibit "C" attached hereto. The term of the Lease and the Easements are for ten (10) years commencing on the Commencement Date, as defined in the Lease, which term is subject to five (5) additional five (5) year extension periods by the Lessee.

Lessor has further granted to Lessee, during the term and any renewal terms of the Lease, a Rental Stream Offer on the Site during the time, for the price, and on the terms and conditions contained in the Lease. The Rental Stream Offer must be exercised on or before the date specified in the Lease.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

{Signatures on following page(s)}

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

LESSOR:

Katy Independent School District, a political subdivision of the State of Texas

Name: Ken Gregorski, Ed.D.
Title: Superintendent

STATE OF Texas)
) ss:
COUNTY OF Fort Bend)

BE IT REMEMBERED, that on this 24th day of June, 2026 before me, the subscriber, a person authorized to take oaths in the State of Texas, personally appeared Ken Gregorski who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is the person(s) named in the within instrument; and I, having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes therein contained.

DEBRA DAVIES
NOTARY PUBLIC
STATE OF TEXAS
ID # 130541957
My Comm. Expires 03-01-2030

Notary Public: Debra Davies
My Commission Expires: 3-1-2030

LESSEE:

DIAMOND TOWERS V LLC, a Delaware limited liability company

Name: Michael G. Brett
Title: COO

STATE OF NEW JERSEY)
) ss:
COUNTY OF UNION)

BE IT REMEMBERED, that on this 23rd day of July, 2026 before me, the subscriber, a person authorized to take oaths in the State of New Jersey, personally appeared Michael G. Brett who, being duly sworn on his oath, deposed and made proof to my satisfaction that he is the person(s) named in the within instrument; and I, having first made known to him the contents thereof, he did acknowledge that he signed, sealed and delivered the same as his voluntary act and deed for the purposes therein contained.

Notary Public: Rubelquis Doleo
My Commission Expires: 9/12/29

RUBELQUIS DOLEO
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50225784
MY COMMISSION EXPIRES SEPTEMBER 12, 2029

EXHIBIT "A" TO MEMORANDUM

Legal Description of parent parcel

*Note: to be replaced by As-Built Survey

EXHIBIT "B" TO MEMORANDUM

Legal Description of Site

*Note: to be replaced by As-Built Survey

EXHIBIT "C" TO MEMORANDUM

Access and Utilities Easements

*Note: to be replaced by As-Built Survey

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: City Secretary
PRESENTER: Zach Goodlander

ITEMS: IX.J
PREPARED BY: Mariela Rodriguez

SUBJECT: CONSIDERATION AND POSSIBLE ACTION REGARDING THE SELECTION OF A TEXAS MUNICIPAL LEAGUE (TML) REGION 14 DIRECTOR

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

These officials have been nominated to serve a two (2) year term on the TML Board of Directors that will begin on November 13, 2026.

RECOMMENDATION

City Council vote for the TML Region 14 Board of Directors.

ATTACHMENTS:

Bio and Ballot 2026 Region 14.pdf

OFFICIAL BALLOT

Texas Municipal League (TML) Region 14 Director Election

This is the official ballot for the election of the Region 14 director of the TML Board of Directors. You received this ballot because you are the city's primary contact person with TML. Each TML member city is entitled to one vote, which vote must be cast by a majority vote of the city's governing body. Please record your city's choice by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate.

The officials listed on this ballot have been nominated to serve a two-year term on the TML Board of Directors. A brief biography for each candidate is included after the ballot.

Ballots must reach the TML office by 5:00 p.m. Central Time on November 5, 2026. Ballots received after this date cannot be counted. **The ballot must be properly signed and mailed to: Rachael Pitts, Texas Municipal League, 1821 Rutherford Lane, Suite 400, Austin, TX 78754, or scanned and emailed to rpitts@tml.org. If the ballot is not signed, it will not be counted.**

Region 14 Director (select one)

☐ **Sally Branson, Councilmember, Friendswood (Incumbent)**

☐ **Jaquavous S. Doucette, Mayor Pro Tem, Prairie View**

☐ **Bert Miller, Councilmember, Navasota**

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the city named below.

Witness my hand, this _____ day of _____, 2026.

_____ _____
Signature of Authorized Official Title

_____ _____
Printed Name of Authorized Official Printed Name of City

Region 14 Director Candidate Biographies (printed on both sides)

Sally Branson, Councilmember, Friendswood (Incumbent)
Sally Branson is a lifelong Friendswood resident and dedicated community leader. A graduate of Friendswood High School, she earned a Bachelor of Business Administration from The University of Texas at Austin before returning home to Friendswood. She and her husband of more than 35 years, Jon, raised three children, all graduates of Friendswood High School, and are now the proud grandparents of three grandchildren attending Friendswood schools. Councilmember Branson began her career at NASA Johnson Space Center in the Chief Financial Officer's Directorate in 1989 before transitioning to the financial services industry in 2000. She chose downtown Friendswood as the home for her business, which she now owns and manages with her oldest son. She was first elected to the Friendswood City Council in 2017 after serving three years on the Planning and Zoning Commission. She currently serves as liaison to the Community Economic Development Committee and the Houston-Galveston Area Council (H-GAC), where she served as chair of the 13-county region in 2023. She also serves as secretary of the Transportation Policy Council and as the small city representative for the eight-county region. Her regional and statewide leadership includes service on the board of the Bay Area Houston Transportation Partnership and the Texas Municipal League (TML) Board of Directors, where she represents Region 14. She previously served as the region's president. She also currently chairs the Galveston County Historical Commission, serves on the board of the Friendswood Historical Society, and is an active member of the Friendswood Rotary Club. She previously served on the Friendswood Education Foundation Board for more than 18 years and participated in establishing the Friends of Downtown Friendswood Association. Through her public service and community involvement, Councilmember Branson remains committed to giving back to the community she has called home throughout her life.

Jaquavous S. Doucettte, Mayor Pro Tem, Prairie View
Jaquavous Doucette serves as the mayor pro tem of Prairie View. As one of the youngest elected officials serving in Texas municipal government, he recognizes that leadership is not defined by age, but by the willingness to listen, learn, serve, and leave communities stronger for future generations. As a proud graduate of Prairie View A&M University, his perspective is shaped by a community that represents an important part of Texas: a small municipality with a rich history, a major university, a growing population, and the unique opportunities and challenges facing rural and emerging communities across the state. His public service began as a student leader, serving as the Student Government Association president and later as a student regent of The Texas A&M University System, representing more than 160,000 students across Texas. His interest in serving on the TML Board of Directors reflects a commitment to ensuring that TML leadership represents the diversity of Texas municipalities, from rural communities and small towns to rapidly growing cities. His municipal priorities include growth, infrastructure, economic development, technology, transparency, workforce development, and meaningful resident engagement. Through service on the TML Board, he seeks to bring Prairie View's perspective to statewide discussions, learn from municipal leaders across Texas, and contribute to strengthening the collective voice of cities of all sizes.

Region 14 Director Candidate Biographies (printed on both sides)

Bert Miller, Councilmember, Navasota

Bert Miller has lived in Navasota all his life, where he graduated from Navasota High School and earned his Eagle Scout ranking in 1983. He continued his studies at Stephen F. Austin State University and later worked for Trinity Industries as a sales engineer. In 2007, he joined the family independent insurance agency after his grandfather became ill. He later sold the insurance agency in 2026 but continues to be the owner of Classic Rock Coffee Co & Kitchen, that opened in 2016. Miller has been a community volunteer for most all his life, volunteering with the chamber of commerce in his teenage years, and later in the Junior Chamber (Jaycee) local chapter and state organization for 10 years. Service to the City of Navasota began in 2000, where he served on the parks and recreation board. This eventually led to him running and winning a seat on city council in 2005, where he currently serves as a councilmember but previously served as mayor. He is a Certified Municipal Official (CMO) and a past member of the TML Board of Directors. Following in the footsteps of his grandfather and father, Miller enjoys economic development and is always looking for ways to improve the quality of life in Navasota. He serves on several boards, including Brazos Valley Council of Governments, Workforce Solutions Brazos Valley, Grimes Health Resource Commission, Brazos Transit District, Grimes Health Resource Commission, Navasota ISD Education Foundation, Grimes County Crimestoppers, and Navasota Economic Development Corporation. He also is a member of Navasota Kiwanis Club, Navasota Theatre Alliance, and Arts Council Brazos Valley. In his spare time, he enjoys picking and collecting, particularly Coca-Cola memorabilia, playing golf, spending time with family, and Mocha, his chocolate lab. He loves Navasota and local history.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
DEPARTMENT: City Secretary
PRESENTER:

ITEMS: IX.K
PREPARED BY: Mariela Rodriguez

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE RESOLUTION NO. 2026-722, APPOINTING DIRECTORS TO THE BOARD OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION, A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

A vacancy currently exists on the EDC “A” Board following a resignation. To maintain the Board’s full membership, City Council is being asked to appoint a replacement to fill the vacant position. The individual appointed will serve the remainder of the existing one-year term.

RECOMMENDATION

ATTACHMENTS:
Resolution No. 2026-722 EDC A Appts- Vacancy.pdf

RESOLUTION NO. 2026-722

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS APPOINTING DIRECTORS TO THE BOARD OF THE CITY OF FULSHEAR DEVELOPMENT CORPORATION, A TYPE "A" ECONOMIC DEVELOPMENT SALES TAX CORPORATION

WHEREAS, the City appreciates the volunteer service and dedication of board members past and present; and

WHEREAS, the terms for certain directors of the Corporation expire June 1, 2026; and

WHEREAS, City Council of the City of Fulshear, Texas wishes to make appointments to the City of Fulshear Development Corporation; and

WHEREAS, the City Council of the City of Fulshear, Texas has considered the merits of such appointments and finds the persons listed below as competent and eligible for service;

NOW, THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF FULSHEAR, TEXAS that appointments for the City of Fulshear Development Corporation are as follows, that directors no longer listed below are removed from the board, and that those named to serve as directors for the terms designated are expected to duly execute the responsibilities of said positions:

Directors with terms expiring in 2027

Carlos Wallace	Term expires: June 1, 2027
Bonnie Tyler Buell	Term expires: June 1, 2027
_____	Term expires: June 1, 2027

Directors with terms expiring in 2028

Kaye Kahlich	Term expires: June 1, 2028
Debra Drescher	Term expires: June 1, 2028

This resolution duly passed this 20th day of October, 2026.

_____
Donald McCoy, Mayor
City of Fulshear, Texas

ATTEST:

_____
Mariela Rodriguez City Secretary
City of Fulshear, Texas

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: IX.L
DEPARTMENT: Human Resources
PREPARED BY: Heidy Taylor
PRESENTER: Heidy Taylor

SUBJECT: CONSIDERATION AND POSSIBLE ACTION TO APPROVE THE REVISED CITY OF FULSHEAR EMPLOYEE HANDBOOK

Expenditure Required: No direct fiscal impact associated with approval of the Employee Handbook. Any compensation or benefit changes requiring funding are subject to the City's approved budget and applicable authorization.
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

Executive Summary

The City periodically reviews its Employee Handbook to ensure personnel policies remain current, legally compliant, operationally effective, and consistently administered across the organization.

Human Resources conducted a comprehensive review of the Employee Handbook in coordination with City leadership, departments, and the City Attorney. The proposed revisions include substantive updates in the following areas:

- **Governance, Compliance & Technology** – Clarifies City Council and City Manager authority for personnel policies; strengthens ADA and Pregnant Workers Fairness Act accommodation procedures and employee information privacy protections; updates technology-use requirements for artificial intelligence and automated tools; and adds requirements governing prohibited technologies on City and personal devices used for City business.
- **Recruitment, Classification & Internal Movement** – Updates job classification, hiring and screening, provisional periods, promotions, reclassifications, position vacancies, and administrative transfers.
- **Compensation & Premium Pay** – Clarifies overtime and premium pay provisions, Merit/STEP and Police STEP progression, certification, longevity, supplemental, incentive, and travel-time pay.
- **Leave, Benefits & Work Arrangements** – Updates paid and unpaid leave, FMLA, leave of absence, specialized leave, catastrophic sick leave, flexible and remote work, and workers' compensation/salary continuation.
- **Employee Conduct, Discipline & Grievances** – Updates the corrective-action framework and clarifies grievance procedures and timelines.
- **Safety, Emergency Operations, Performance & Separation** – Updates CDL/DOT

requirements, emergency and hazardous-weather provisions, performance evaluations, and employment separation procedures.

The revised Handbook also includes organizational, terminology, formatting, and cross-reference changes intended to improve readability and consistent administration.

Under Sections 104 and 105 of the proposed Handbook, substantive amendments to City personnel policies require City Council approval, while the City Manager may administer the policies and make non-substantive administrative, formatting, clerical, and cross-reference revisions.

RECOMMENDATION

Staff recommends approval of the revised City of Fulshear Employee Handbook.

ATTACHMENTS:

2026 Employee Handbook Revision Tracker.pdf
COF EMPLOYEE HANDBOOK 10012026 FINAL DRAFT.pdf

Area	Sections	Summary of Changes
Governance, Compliance & Technology	104–105, 203–204, 207, 803–804	Clarifies Council and City Manager authority for personnel policies; strengthens ADA/PWFA accommodation procedures and employee information privacy protections; updates technology-use requirements for AI and automated tools; and adds requirements governing prohibited technologies on City and personal devices used for City business.
Recruitment, Classification and Internal Movement	212, 303–306, 1004–1005	Updates job classification, internal/external hiring, pre-employment screening, provisional periods, promotions, reclassifications, demotions, position vacancies, and administrative transfers.
Compensation and Premium Pay	404	Consolidates and clarifies overtime and premium-pay practices, including on-call/call-back, holiday worked, emergency-event and compensatory time; formalizes merit/STEP compensation and Police STEP progression; and updates certification, longevity, supplemental, incentive, and travel-time pay provisions.
Leave, Benefits and Work Arrangements	501–504, 603–604	Updates vacation, sick, holiday, personal/floating and bereavement leave; FMLA and extended medical/LOA provisions; mental health, parental, military, quarantine and other specialized leave; catastrophic sick leave; flexible/remote work; and Workers' Compensation/salary continuation.
Employee Conduct, Discipline and Grievances	705–706	Updates the corrective-action framework, including coaching, Performance Improvement Plans and formal corrective action, and clarifies the employee grievance process and timelines.
Safety, Emergency Operations, Performance and Separation	903, 908, 1003, 1101	Adds comprehensive CDL/DOT drug and alcohol testing requirements; clarifies emergency-essential personnel and emergency/hazardous-weather compensation; formalizes the employee performance-evaluation cycle; and updates employment separation procedures.

EMPLOYEE HANDBOOK

SECTION 1: FOUNDATION AND PURPOSE 7

101 WELCOME TO OUR TEAM 7

102 FORM OF GOVERNMENT 8

103 VISION, MISSION, AND VALUES 8

104 PURPOSE 9

105 REVISIONS TO HANDBOOK 11

SECTION 2: WORKPLACE POLICIES AND GUIDELINES 12

201 AT WILL EMPLOYMENT 12

202 EQUAL EMPLOYMENT OPPORTUNITY 12

203 AMERICANS WITH DISABILITIES ACT (ADA) 12

204 PREGNANT WORKERS FAIRNESS ACT 14

205 FAIR LABOR STANDARDS ACT (FLSA) 15

206 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) 15

207 EMPLOYEE INFORMATION PRIVACY AND SECURITY 16

208 SAFE HARBOR 16

209 PERSONNEL RECORDS 17

210 EMPLOYMENT CLASSIFICATIONS 17

211 VOLUNTEER POLICY 18

212 JOB CLASSIFICATION SYSTEM 19

213 DEPARTMENTAL POLICIES 21

214 STANDARD OPERATING PROCEDURES (SOPs) 21

SECTION 3: RECRUITMENT & HIRING 22

301 POSTING OF VACANCIES 22

302 EMPLOYMENT APPLICATIONS 22

303 INTERNAL AND EXTERNAL HIRING 22

304 PRE-EMPLOYMENT SCREENING AND CONDITIONAL OFFERS **23**

305 DISQUALIFICATIONS **24**

306 PROVISIONAL PERIOD **24**

307 NEPOTISM AND WORKPLACE RELATIONS POLICY **25**
Definition of Relative 25
Workplace Relationships 25

308 RE-EMPLOYMENT **27**

SECTION 4: WORK ENVIRONMENT AND COMPENSATION **28**

401 WORK SCHEDULES **28**
Work Week 28

402 MEAL AND REST BREAKS **28**

403 PAY PROCEDURES AND PAYROLL **29**

404 CATEGORIES OF PAY **30**
Overtime Pay 30
Premium Pay Rule 31
On-Call Duty and After-Hours Work 31
Holiday Worked Pay 32
Emergency Event Pay 32
Compensatory Time 32
Daylight Saving Time Pay 33
Merit (STEP) Compensation 33
Police Department Compensation and STEP Progression 34
Certificate Pay 36
Longevity Pay 36
Supplemental Pay 37
Incentive Pay 38
Travel Time Pay 38

405 ERRORS IN PAY **39**

SECTION 5: LEAVE **40**

501 PAID LEAVE **40**
Vacation Leave 40
Sick Leave 42
Holiday Leave 43
Police Department Fitness Days 44
Personal and Floating Leave Administration 45
Floating Holiday 46
Personal Leave 46
Bereavement Leave 46

502 UNPAID LEAVE **46**
Family Medical Leave Act (FMLA) 46
Intermittent Leave/Reduced Work Schedule 49
Leave of Absence (LOA) 50

503 SPECIALIZED LEAVE **52**
Mental Health Leave 52
Paid Parental Leave (PPL) 53
Military Leave 54
Professional Leave 55
Civic Duty 55
Quarantine Leave 55
Administrative Leave 56

504 CATASTROPHIC SICK LEAVE **57**

SECTION 6: BENEFITS **60**

601 HEALTH AND WELLNESS **60**
Health Insurance 60
Breastfeeding Support 60
Employee Assistance Program 60

602 FINANCIAL BENEFITS **61**
Life Insurance 61
Retirement and Deferred Compensation 61
Voluntary 457(b) Deferred Compensation Plan 61
Cafeteria Plan (IRS Section 125) 61

603 WORK-LIFE BALANCE **61**
Flexible Work Arrangements Policy 61
Remote Work 62
Health and Wellness Programs 63
Employee Recognition and Rewards 64
Tuition and Fees Reimbursement 65

604 JOB RELATED BENEFITS **66**
Uniforms 66
Workers' Compensation and Salary Continuation 66

SECTION 7: STANDARDS OF CONDUCT & EMPLOYEE DISCIPLINE **68**

701 ETHICAL AND PROFESSIONAL STANDARDS **68**
Ethical Standards 68
Professional Conduct 68
Whistleblower Act 70

702 FRAUD AND FINANCIAL CONDUCT **70**
Fraud 70
Purchasing Cards 71

703 WORKPLACE EXPECTATIONS **71**
Workplace Standards 71
Attendance/Tardiness 71
Personnel Appearance & Dress 71

704 WORKPLACE INTERACTIONS AND BOUNDARIES **72**
Gift Acceptance 72
Solicitation 73
Political Activity 73
City-Sponsored Social Media 74
Personal Social Media Usage 75
Outside Employment 75

705 EMPLOYEE DISCIPLINE AND CORRECTIVE ACTION **76**
Progressive Discipline Process 76
Coaching for Performance and Conduct Improvement 76
Performance Improvement Plan (PIP) 77
Formal Corrective Actions 77

706 GRIEVANCE POLICY **80**

SECTION 8: EMPLOYEE COMMUNICATIONS **82**

801 MEDIA CONTACTS **82**

802 PUBLIC COMMUNICATION **82**

803 TECHNOLOGY USE ON CITY EQUIPMENT **82**

804 PROHIBITED TECHNOLOGY AND COVERED APPLICATIONS **84**

805 PRIVACY EXPECTATIONS **85**

806 RECORDING **85**

807 TEXAS PUBLIC INFORMATION ACT **85**

SECTION 9: SAFETY & HEALTH **86**

901 FIREARMS **86**

902 DRUG AND ALCOHOL-FREE WORKPLACE **86**

903 COMMERCIAL DRIVER'S LICENSE (CDL) AND DOT DRUG AND ALCOHOL TESTING **87**

904 SMOKE AND TOBACCO FREE WORKPLACE **89**

905 MODIFIED DUTY **90**

906 VEHICLE USE POLICY **91**

907 EMPLOYEE IDENTIFICATION AND ACCESS BADGE POLICY **93**

908 EMERGENCY EVENTS & HAZARDOUS WEATHER **93**
Emergency Essential Personnel Policy 93
Compensation for Hours Worked During a Declared State of Emergency 95
Office Closure Pay for a Hazardous Weather Event 96

SECTION 10: TRAINING & DEVELOPMENT **98**

1001 EMPLOYEE DEVELOPMENT **98**

1002 TRAINING **98**
Certification and Licensing Examination Fees 99

1003 EMPLOYEE PERFORMANCE APPRAISAL **99**
90-Day Probationary Period and Post-Hire Check-In 99
Six-Month Performance Evaluation 99
Twelve-Month Performance Evaluation 99

1004 POSITION VACANCY AND PROMOTION **100**
Position Vacancy 100
Promotions 100

1005 ADMINISTRATIVE TRANSFERS **100**

SECTION 11: SEPARATION OF EMPLOYMENT **101**

1101 EMPLOYMENT SEPARATIONS **101**
Resignation 101
Job Abandonment 101
Procedure for Separation 102
Post-Separation Procedures 102
Benefit Eligibility at Separation 102
Separation in Good Standing 102

1102 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA) **103**

1103 EXIT INTERVIEWS **103**

SECTION 12: LEGAL COMPLIANCE AND PUBLIC RECORDS **104**

1201 FAIR CREDIT REPORTING ACT **104**

1202 EMPLOYMENT AUTHORIZATION VERIFICATION **104**

1203 BACKGROUND CHECKS **104**

PERSONNEL POLICIES & EMPLOYEE HANDBOOK ACKNOWLEDGEMENT **106**

SECTION 1: FOUNDATION AND PURPOSE

101 WELCOME TO OUR TEAM

We are excited to have you join our team and become part of our vibrant community. As a City employee, you are joining a dedicated group committed to providing excellent service to the residents of Fulshear. Whether you're new to public service or continuing your career, we believe you'll find your role here rewarding and impactful.

This Handbook outlines important policies, procedures, and benefits. Please review it carefully, as it serves as a guide to help you navigate your new role. The Human Resources team is available to assist with any questions or concerns, and we encourage you to reach out for support.

Governed by the City's Charter, along with state and federal laws, this Handbook reflects the City's commitment to compliance with all applicable legal requirements. If any law provides greater protections than those outlined here, the City will follow the law as if fully included in this Handbook.

Employees are responsible for reading, understanding, and complying with all policies, procedures, guidelines, and practices of both the City and their department. For questions, contact your Supervisor, Department Director, Human Resources, or the City Manager.

Your contributions will help us continue providing top-tier services to the people of Fulshear. Together, we can make a difference.

Welcome to the Team!

Sincerely,

The Human Resources Department

102 FORM OF GOVERNMENT

The City of Fulshear, Texas, is a Home-Rule municipality. The form of government established by the City of Fulshear Charter is known as a “Council-Manager” form of government. The elected officials include the Mayor and City Council.

The City Manager serves as the Chief Executive Officer and is appointed by City Council. The City Manager is responsible for managing all City personnel, except where the City’s Charter provides otherwise. The City Manager may authorize a Department Director as their designee to execute any policy set forth in this Handbook, subject to the City Manager’s direction and authority. The City Manager shall also designate an Acting City Manager who shall act as the City Manager in their absence, pursuant to Section 4.03 of the City of Fulshear Charter.

103 VISION, MISSION, AND VALUES

Vision Statement

Fulshear is a community where residents, businesses, and civic leaders are committed partners in service to build a City of Excellence.

Vision Elements

1. Reputation/Level of Service
2. Economic Development
3. Community Development
4. Infrastructure
5. Recreation Services (Quality of Life)

Mission Statement

The Mission of the City of Fulshear is to:

- Provide the highest quality of life through the provision of exceptional public service including infrastructure, public safety, and recreation.
- Welcome diverse economic growth within the constraints of fiscally responsible government; and
- Build a community that is sustainable for generations by preserving and honoring our history, small town character and natural environment, and providing opportunities for growth in population and employment.

Values

At the City of Fulshear, our values are the foundation of our work and guide our interactions with each other and the community we serve. These values reflect our commitment to excellence, integrity, and collaboration as we strive to create a positive and impactful environment for both employees and residents.

We proudly uphold our core values, encapsulated in the acronym SPARK, which stands for a set of principles that guide our commitment to excellence and community service. Under the theme, "Where Collaboration Sparks Growth and Service Fuels Progress," we strive to embody these values in all that we do:

- **Service** (Excellence in Service): We dedicate ourselves to professionalism in every interaction, ensuring high-quality, respectful service that meets and exceeds expectations.
- **Partnership** (Collaboration): We believe in the power of collaboration to sustain and enrich our community, creating lasting, positive impacts through united efforts.
- **Accountability**: We uphold transparency as the cornerstone of accountability, fostering openness and trust in all our actions and engagements.
- **Resilience**: By embracing sustainability, we enhance our resilience, developing adaptive solutions that ensure long-term success and stability.
- **Knowledge** (Growth and Continuous Learning): We commit to transparency in our processes, promoting the sharing of knowledge which drives continuous improvement and fosters innovation.

These values are the foundation of our organization, guiding our actions and inspiring our continuous commitment to the community and each other.

104 PURPOSE

The purpose of this Employee Handbook is to provide for the proper administration of the affairs of the City and to provide a reference for employees about what is expected of the employee and what the employee can expect from the City as an employer.

Role of City Employee

The purpose of City government is to serve the community. As public employees, City staff are accountable to the residents, businesses, and visitors of Fulshear. The quality of service delivered by the City depends on the dedication, professionalism, and conduct of its workforce. City employees are not only responsible for carrying out essential duties - they also serve as ambassadors and the public face of Fulshear. Their daily interactions with the community help shape the City's reputation and directly influence the trust and confidence placed in local government. The strength and future of our community are built on their contributions.

Applicability

All policies and procedures in this Handbook apply to City employees unless specifically stated otherwise or prohibited by applicable law.

Unpaid interns and volunteers must comply with the provisions applicable to their assignments, including policies addressing conduct, discrimination and harassment, safety, confidentiality, use of City property and technology, and reporting obligations. Independent contractors must comply with applicable contractual requirements and City policies governing access to City facilities, information, technology, safety, confidentiality, and conduct.

Employees, unpaid interns, and volunteers are responsible for reading, understanding, and acknowledging the applicable provisions of this Handbook. Independent contractors will receive or acknowledge applicable requirements through their contract, onboarding materials, or other written notice.

Responsibilities

Each Department Director, Manager, and Supervisor is responsible for enforcing the provisions of the Employee Handbook and ensuring the policies and procedures are fairly administered and equitably enforced.

City employees are responsible for complying with and adhering to the Employee Handbook, all departmental rules and the directions provided by departmental management in the fulfillment of City personnel policies. They must also follow all other City rules, policies, ordinances, the City Charter, and the laws of the State of Texas and the United States.

Each employee is responsible for reading, understanding, and complying with this Handbook and any revisions provided by the City. Employees will acknowledge receipt of the Handbook and subsequent material revisions in the manner directed by Human Resources.

Administration

The employee policies outlined in this Handbook apply to all employees of the City of Fulshear except as otherwise provided by the City Charter. The Director of Human Resources, under the guidance of the City Manager, is responsible for administering the employee policies.

For any questions regarding employee policies, employees should reach out to their department Supervisor, Department Director, or to Human Resources. The Director of Human Resources will monitor these policies and make a good-faith effort to ensure compliance with both the letter and the spirit of the objectives established in these policies.

Interpretation Clause

In the event of any ambiguity or uncertainty regarding the interpretation of this Handbook, the City reserves the right to interpret and apply its provisions as it deems appropriate. Any such interpretations shall be considered final.

Policy Distribution and Availability

Human Resources will provide each employee with access to the current Employee Handbook during initial employment orientation and will obtain the employee's acknowledgment of receipt. Human Resources will provide unpaid interns and volunteers with the Handbook provisions applicable to their assignments and obtain an acknowledgment of receipt before they begin service, when practicable.

The most current version of the Employee Handbook will be available on the City's website and through Human Resources.

Changes to Policies

The City Council determines City personnel policy. In accordance with Section 2-274 of the City of Fulshear Code of Ordinances, substantive amendments or revisions to the personnel policies contained in this Handbook require City Council approval.

The City Manager is responsible for the administration and implementation of the policies adopted by City Council. The City Manager is authorized to revise the format of this Handbook, issue administrative procedures and guidance, and make non-substantive clarifications necessary to administer and implement City policy, provided such actions do not materially alter the substance of a City Council-adopted policy.

The City Manager may approve exceptions or make administrative decisions when expressly authorized by this Handbook. No other employee may modify this Handbook, authorize an exception to a policy, or enter into an agreement inconsistent with this Handbook except as expressly authorized by the City Manager and permitted by the City Charter and applicable law. Any change requiring additional City Council approval under the City Charter, the Code of Ordinances, or applicable law, must receive such approval before implementation.

105 REVISIONS TO HANDBOOK

This Handbook is our attempt to keep you informed of the terms and conditions of your employment, including City of Fulshear policies and procedures. This Handbook is not a contract and does not alter the at-will employment relationship. Substantive amendments or revisions to this Handbook must be approved by the City Council in accordance with Section 2-274 of the City of Fulshear Code of Ordinances and Section 104 of this Handbook. Non-substantive administrative, formatting, clerical, and cross-reference corrections may be made as authorized by Section 104.

Following approval of a substantive amendment, or completion of an authorized non-substantive revision, Human Resources will communicate the change to affected employees and make the current version of the Handbook available.

SECTION 2: WORKPLACE POLICIES AND GUIDELINES

201 AT WILL EMPLOYMENT

The policies and procedures in this Employee Handbook serve as general guidelines and are not contractual or legally binding. Employment with the City is “at-will,” meaning either the City or the employee may terminate the employment relationship at any time, with or without notice or cause. No verbal statements or promises made during or after the hiring process that contradict this policy are binding on the City.

This Handbook does not guarantee employment for any specific duration. Only the City Manager has the authority to establish an agreement that guarantees employment for a set period or makes any promises contrary to this policy. Such agreements must be in writing and, when required, approved by the City Council to be enforceable.

202 EQUAL EMPLOYMENT OPPORTUNITY

The City is an Equal Opportunity Employer and does not discriminate against qualified applicants or employees in employment policies, practices, and access to its services. In compliance with the law, the City prohibits discrimination or preferential treatment based on race, color, sex, age, religion, national origin, veteran status, marital status, disability, or genetic information, or any other category protected by law. Discrimination in the workplace is not tolerated and any conduct that violates the City’s policies on discrimination and harassment may result in disciplinary action, up to and including termination.

Responsibility

The City requires all employees to report any incidents of possible discrimination or harassment to ensure that the matter can be investigated and appropriate action taken. Violations of the City’s policy may result in corrective action and/or termination.

Complaints

Any employee who believes they have experienced discrimination, or unlawful harassment may file a complaint in accordance with Section 7 – Standards of Conduct & Employee Discipline.

203 AMERICANS WITH DISABILITIES ACT (ADA)

The City is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) as amended by the ADA Amendments Act (ADAAA) and ensuring equal opportunity in employment for qualified individuals with disabilities. It is the City’s policy not to discriminate against any qualified employee or applicant with respect to any terms or conditions of employment because of such individual’s disability or perceived disability (as defined by the Act) so long as the employee can perform the essential functions of the job, with or without reasonable accommodation. Consistent with this policy on nondiscrimination, the City will provide reasonable accommodations determined through an interactive process, to a qualified individual with a disability as defined by the ADA, who has made the City aware of his or her disability and/or need for accommodation, provided that such accommodation does not place an undue hardship upon the City.

Applicability

This policy applies to any individual offered employment with the City who requests reasonable accommodation, as well as current employees seeking accommodation to fulfill the essential functions of their position.

Designation

The Director of Human Resources serves as the ADA Coordinator, responsible for implementing the City's policies against disability discrimination and facilitating reasonable accommodation for employees.

Responsibilities of Supervisors, Managers, and Directors

It is critical for Supervisors, Managers, and Directors to act promptly and appropriately once they become aware of an employee's need for accommodation.
This includes:

- **Proactive Engagement**: When an employee or applicant communicates a need for accommodation or demonstrates signs of limitations related to a disability, Supervisors must engage in the interactive process without delay.
- **Coordination with Human Resources**: Supervisors must consult with Human Resources to evaluate accommodation requests and ensure compliance with ADA guidelines.
- **Confidentiality**: Supervisors must maintain strict confidentiality regarding any disability-related information.

Procedure for Requesting Accommodation

Interactive Process

Human Resources will engage with the employee and, as appropriate, the employee's Supervisor to identify limitations, essential job functions, and potential effective accommodations. Reasonable supporting documentation may be requested when permitted by law.

Accommodation Determination

The City will evaluate effective accommodations based on factors such as feasibility, effectiveness, cost, operational impact, safety, and other considerations permitted by law.

Notification

Human Resources will notify the employee of the determination. If the requested accommodation cannot be provided, the City will continue the interactive process, when appropriate, to identify another effective reasonable accommodation.

Animals as Workplace Accommodations

Requests to use an animal in the workplace because of a disability will be evaluated as requests for reasonable accommodation under the ADA. When the disability or need is not obvious, the City may request reasonable documentation as permitted by law.
The City will determine through the interactive process whether use of the animal is an effective and reasonable accommodation and whether it would create undue hardship or direct threat. The employee is responsible for animal care, supervision, and control. If the animal cannot reasonably be accommodated, the City will consider other effective accommodations.

Undue Hardship

The City is not required to provide accommodation that would impose an undue hardship as defined by applicable law. Determinations will be made on a case-by-case basis considering cost, City resources and operations, and other relevant factors.

Failure to Return or Communicate

An employee who is unable to return to work following the expiration of approved leave must timely communicate with Human Resources regarding the employee's status and any need for additional accommodation. Failure to return to work or communicate with the City may result in corrective action, up to and including separation from employment, consistent with applicable law and City policy.

Appeal
An employee who disagrees with a reasonable accommodation determination may submit a written appeal to the City Manager within five (5) business days of receiving the determination. The appeal should identify the determination being appealed and any additional information the employee would like considered.

The City Manager or designee will review the accommodation determination and relevant information and may request additional information or further interactive discussion as appropriate. The City Manager's decision will conclude the City's internal accommodation appeal process.

Nothing in this procedure prohibits an employee from pursuing rights or remedies available under applicable federal or state law or other City policies.

204 PREGNANT WORKERS FAIRNESS ACT

In accordance with the federal Pregnant Workers Fairness Act (PWFA), the City provides reasonable accommodations to employees and applicants experiencing limitations related to pregnancy, childbirth, or related medical conditions, unless doing so would cause undue hardship to City operations.

Requesting Accommodation

An employee or applicant may request a reasonable accommodation orally or in writing by communicating that they need an adjustment or change at work because of a physical or mental condition related to, affected by, or arising out of pregnancy, childbirth, or a related medical condition. No particular form, written request, or specific terminology is required to initiate a request for accommodation.

Employees are encouraged to notify Human Resources of accommodation requests. A request made to a Supervisor, Manager, Human Resources, or another appropriate City official will be treated as a request for accommodation when the communication provides sufficient information to indicate that an adjustment or change at work is needed because of a pregnancy-, childbirth-, or related medical condition.

Human Resources may document an oral request and may ask the employee or applicant to confirm information necessary to administer the accommodation process. The City will not deny, disregard, or delay consideration of an otherwise sufficient accommodation request solely because the request was not submitted in writing or on a City form.

The City may request supporting documentation only when reasonable under the circumstances and permitted by the PWFA. When supporting documentation is permitted, the City will request only the minimum documentation reasonably necessary to evaluate the limitation and requested workplace adjustment.

The City will respond promptly and engage in the interactive process as required by applicable law.

Process for Evaluating Requests

Once Human Resources receives the request, they will contact the employee or applicant to discuss the accommodation and assess whether it is reasonable and can be provided without causing significant difficulties or expenses (i.e., undue hardship).

Each request will be individually evaluated. Examples of potential accommodation include, but are not limited to:

- The ability to sit while working.
- Access to closer parking.
- Flexible work hours.
- Properly fitting uniforms and safety gear.
- Additional breaks for bathroom use, eating, and rest.
- Time off to recover from childbirth.
- Exemption from strenuous tasks or exposure to potentially hazardous substances.

Employees may request paid or unpaid leave as accommodation. However, the City will not require an employee to take time off if reasonable accommodation can be provided that allows the employee to continue working.

Prohibition Against Retaliation

The City strictly prohibits retaliation, harassment, or any adverse action against individuals for requesting accommodation under this policy or for reporting or participating in an investigation of discrimination related to pregnancy, childbirth, or related medical conditions.

205 FAIR LABOR STANDARDS ACT (FLSA)

The City complies with the Fair Labor Standards Act which sets standards for minimum wage, overtime pay, record-keeping and child labor. These standards apply to all full-time and part-time employees.

Under the FLSA, non-exempt employees are eligible for overtime compensation. The City provides the option for non-exempt employees to receive compensation (Comp Time) in lieu of overtime compensation.

Refer to Section 404 – Categories of Pay for overtime, compensatory time, timekeeping, and premium-pay requirements.

206 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

The City complies with the Health Insurance Portability and Accountability Act (HIPAA) and protects health information as required by applicable law. Protected health information will be maintained, used, and disclosed in accordance with HIPAA and the City's privacy practices.

The City will use or disclose protected health information only:

- as permitted or required by law and the applicable Notice of Privacy Practices; or
- as authorized in writing by the individual who is the subject of the information.

Applicability

This policy applies only to those administrative functions by the City associated with health, dental, vision, prescription drug, health savings account, and flexible spending account benefits provided by the City of Fulshear. This policy does not apply to the responsibilities of the carriers that provide the City's health, dental, vision, prescription drug, health savings account, and flexible spending benefit plans to comply with the Privacy Rule. Further, this policy does not apply to individually identifiable health information that is maintained by the City in its role as employer. For example, this policy does not apply to information learned during pre-employment or drug testing, in processing workers' compensation, or in complying with the Family Medical Leave Act (FMLA). As such, the City is considered a "hybrid entity" under the provisions of the Privacy Rule, and this policy shall apply only to the health care components previously described.

Safeguards

The City will maintain reasonable and appropriate administrative, technical, and physical safeguards to protect the privacy of protected health information. These safeguards reasonably prevent the intentional or unintentional use or disclosure of protected health information and limit incidental use and disclosure of protected health information.

Impact on Health Care Information

It is important to note that neither HIPAA nor this policy protect individually identifiable health care information required for life insurance, disability insurance, workers' compensation, or employment records kept by the City in its capacity as an employer.

Privacy Notice

The Privacy Notice may be obtained by contacting Human Resources.

207 EMPLOYEE INFORMATION PRIVACY AND SECURITY

The City collects, uses, maintains, and discloses employee, applicant, and personnel information only as necessary for legitimate business, legal, payroll, benefits, safety, records-management, and operational purposes.

Employee medical, accommodation, leave, workers' compensation, drug-testing, investigative, payroll, and other confidential employment information will be maintained and accessed only by authorized individuals with a legitimate business need to know, in accordance with applicable law and City policy.

Employees who have access to confidential City information must protect it from unauthorized access, use, disclosure, alteration, loss, or destruction. Confidential information may not be accessed, used, copied, or disclosed except as authorized and necessary to perform assigned job duties.

Employees must protect City information by using approved systems and practices, including safeguarding passwords and devices, securing paper and electronic records, and avoiding transmission of confidential information through unapproved methods.

Employees must immediately report a suspected loss, improper disclosure, compromised account, phishing attempt, unauthorized access, or other security incident involving City or employee information to Information Technology, Human Resources, and their Supervisor, as applicable.

Nothing in this policy limits the City's obligations under HIPAA, the Texas Public Information Act, records-retention requirements, or other applicable law.

208 SAFE HARBOR

It is the policy of the City to comply with the salary basis requirements of the FLSA. Therefore, improper deductions from the salaries of exempt employees are prohibited. If it is felt that an improper deduction has been made to your salary, you should immediately report this to the Human Resources Director. Reports of improper deductions will be promptly investigated, and reimbursements provided if it is determined improper deductions occurred.

209 PERSONNEL RECORDS

Information Requests & Employment References

Requests for personnel-file information, verification of employment, or employment references concerning current or former employees must be directed to Human Resources, unless disclosure is otherwise required by law or is made by an employee as part of their assigned City duties.

Employees may not provide an employment reference or other employment-related information on behalf of the City unless authorized by Human Resources. Human Resources will respond to requests in accordance with applicable law and City policy.

Employees may provide personal references in their individual capacity. When doing so, employees must not use City letterhead, City email, or other City resources; disclose confidential or legally protected personnel information; or represent that the reference is provided on behalf of or endorsed by the City. An employee may identify their City position or working relationship with the individual when reasonably necessary to explain the basis of the employee's personal knowledge but must make clear that the reference is provided solely in their individual capacity.

Updating Employee Information

Employees must notify Human Resources of changes to their name, address, telephone number, emergency-contact information, or family or dependent status, including births, deaths, marriages, divorces, legal separations, or changes in dependents.

Employees are responsible for separately complying with any notice, enrollment, or documentation deadlines established by applicable benefit plans or law. The deadlines and eligibility requirements contained in the applicable benefit-plan documents or governing law control if they differ from this policy.

Personnel records maintained by the City are subject to the Texas Public Information Act and other applicable law. The City will protect confidential information and withhold or redact information only as authorized or required by law.

210 EMPLOYMENT CLASSIFICATIONS

For salary administration, employment, and other personnel matters, employees are classified into specific categories as follows:

Full-Time Employees

Employees regularly scheduled to work at least thirty (30) hours per week in a budgeted full-time position. Full-time employees are eligible for City benefits in accordance with the terms of the applicable benefit plans.

Full-time employees are further classified in one of the following categories:

- **Exempt** – Employees who are exempt from overtime pay requirements under federal law and typically hold salaried, managerial, or professional roles.
- **Non-Exempt** – Employees covered by overtime provisions of the FLSA. This includes hourly employees, where pay is based on the number of hours worked.

Part-Time Employees

Employees who are scheduled to work an average of less than thirty (30) hours per week are considered part-time. Part-time employees are eligible for annual performance evaluations and may receive a prorated amount of City benefits, based on their hours worked and the applicable benefit plan guidelines.

Peace Officers

Individuals employed by the City in the Police Department as sworn peace officers are responsible for upholding and enforcing the law, maintaining public safety, and protecting the community. Peace officers are held to the highest standards of conduct and professionalism as representatives of the City.

Temporary/Seasonal Employees

Employees hired for a temporary period, scheduled to work less than 1,000 hours for a period of six months or less from their start date. They are not eligible for holiday pay or benefits available to full-time employees. Temporary employees must be separated from City employment prior to completing 999 hours, unless they have written authorization from the City Manager to continue as a temporary employee. This includes interim employment and emergency employment.

Interns

Students hired for a specific period (e.g., summer, or school semester) to gain career development or field experience. Intern positions do not replace or displace employees and will not exceed 999 hours in a calendar year.

Independent Contractors

Independent contractors are individuals or entities retained to perform specific services under an approved written agreement and are not City employees. Independent contractors are not eligible for City pay, leave, benefits, overtime, or other employee programs unless expressly required by law or provided in an approved agreement.

Only the City Manager or designee may approve the use of an independent contractor. A worker's title, payment method, or agreement alone does not determine classification. Departments may not engage an individual as an independent contractor, convert an employee to contractor status, or allow contractor work to begin without required approval, documentation, procurement review, and any applicable agreement.

211 VOLUNTEER POLICY

The City of Fulshear may utilize volunteers to support City services, programs, and community events. Volunteers serve in an unpaid capacity and are not considered employees of the City. They are not entitled to wages, benefits, or other employment rights. Volunteers may not perform services that would otherwise be performed by paid City employees unless the arrangement is permitted by applicable law and approved in advance by Human Resources and the City Manager or designee.

Approval and Documentation

Volunteers who provide work or service to the City on a regular or ongoing basis must be approved by the City Manager or their designee prior to beginning service. All volunteers are required to complete the necessary documentation, including a volunteer application and waiver of liability. Departments may not classify an individual as a volunteer to avoid overtime, compensation, benefits, or other obligations applicable to City employees.

Background Checks and Orientation

Volunteers serving on a regular basis, or in positions of trust, are subject to a background check as a condition of participation. The City reserves the right to disqualify individuals from volunteering based on the results of the background check or other information relevant to the safety and integrity of City operations. Volunteers must complete an orientation to review City policies, standards of conduct, confidentiality requirements, and safety practices. Departments may require additional training specific to the volunteer assignment.

Conduct and Supervision

Volunteers are expected to maintain professional and respectful behavior consistent with City policies and values. They may not engage in activities that create a conflict of interest or compromise the City's integrity. Volunteers must follow all safety protocols and promptly report hazards, accidents, or misconduct to their Supervisor. Assignments are based on departmental needs, are subject to change, and are performed under the direction and supervision of City staff, who may provide feedback, guidance, and oversight. The City reserves the right to reassign or end a volunteer's service at any time, with or without cause.

Confidentiality and Separation

Volunteers may have access to confidential or sensitive information while performing their assignments. Such information must not be disclosed, copied, or used for personal gain, and volunteers may be required to sign a confidentiality agreement. Either the volunteer or the City may end the volunteer arrangement at any time. Any City property, identification, or other materials issued to a volunteer must be returned upon separation.

212 JOB CLASSIFICATION SYSTEM

Position Classification System

The City's position classification system ensures fair and equitable evaluation of roles by categorizing jobs based on duties, responsibilities, knowledge, education, training, skills, and abilities. Each position is assigned a specific job title, a detailed job description, and a compensation range. Job descriptions outline essential functions and minimum qualifications but do not constitute a contract. They also indicate whether a position is classified as exempt or non-exempt under the Fair Labor Standards Act (FLSA).

Administration

The Human Resources Department, led by the Human Resources Director, manages the City's Position Classification and Pay Plan. The Human Resources Director recommends job assignments to appropriate pay ranges and classifications. Evaluations and changes are typically proposed during the annual budget process, except for special exceptions authorized by the City Manager.

Position Evaluation and Reclassification

The Human Resources Department evaluates all positions, both existing and new, using the Job Description Questionnaire (JDQ). Evaluations require City Manager approval before finalizing job descriptions or advertising positions.

Reasons for Reclassification

Reclassification may occur for several reasons, including but not limited to:

- **Change in Job Duties**: The core functions of a position have evolved significantly, requiring updates to the job title and compensation.
- **Market Adjustments**: Labor market changes necessitate adjustments to ensure competitive and equitable pay.
- **Organizational Restructuring**: Departmental or divisional reorganizations result in structural changes that require updated classifications.

Reclassification Procedures

- **Salary Range Adjustment**: Positions may be moved to a higher or lower salary range based on changes in job duties, market conditions, or organizational restructuring.
- **Direct Reclassification**: If only one qualified employee meets the requirements for a reclassified position, the employee may be directly reclassified without external posting, ensuring efficiency and recognition of qualifications.

Salary Ranges and Quartiles

Salary ranges are structured into established pay levels organized into salary grades. Each job is assigned to a salary grade based on the nature of the work and the required knowledge, skills, and abilities. To accommodate varying levels of experience and education among employees, the City uses quartiles to determine appropriate placement within the salary range.

- **First Quartile**: New hires typically start here, provided they meet qualifications, and the rate aligns with the budgeted amount.
- **Second Quartile or Higher**: Candidates with relevant experience may start here with Director approval. Placement beyond the Second Quartile requires approval of the City Manager.

Special Considerations for Public Safety Positions

- **Starting Pay**: New peace officers begin at Step 1 of the assigned pay grade. Experienced officers may qualify for Steps 2–6 with City Manager approval, based on the Placement Matrix.
- **Military Service Credit**: Verified active-duty military service may be considered for one additional hiring-placement step, equivalent to the consideration provided for a relevant bachelor's degree. Military service credit may not be combined with degree credit and may not, by itself, result in placement above Step 3. Military service credit does not apply to internal promotional placement.

Promotions and Transfers

Promotions are based on merit, qualifications, and tenure:

- **Eligibility**: Employees must complete six months of service for non-public safety positions or one year for public safety positions. Exceptions require City Manager approval.
- **Salary Adjustments**: Promotions may result in an increase to the minimum salary of the new pay grade, a 5% increase for a one-grade advancement or up to 10% for two or more pay grades, whichever is greater. When placement within the new pay range is appropriate, the City may approve a higher rate based on qualifications, internal equity, and budget.
- **Police Department Promotions:** An employee promoted to a higher Police classification will be placed at the lowest step in the new classification that provides at least a five percent (5%) increase in base pay. Placement above the standard promotional step requires documented justification, Human Resources review, and City Manager approval.
- **Lateral Transfers**: Employees moving to positions within the same pay range retain their current salary. They remain eligible for applicable COLA and Merit increases, provided they meet all other eligibility requirements.

See Section 1004 – Position Vacancy and Promotion and Section 1005 – Administrative Transfers for additional guidance.

Demotions

Demotions can be voluntary or involuntary:

- **Voluntary Demotions**: Will result in a salary reduction or return to a previous role with the former salary.
- **Involuntary Demotions**: Salary adjustments are determined based on comparable roles and will not exceed the new range maximum.

Creation of New Positions

Departments requesting new positions must submit a JDQ. Positions are evaluated for alignment with organizational needs and budget constraints.

Reclassification Due to Reorganization

Reorganization may involve reallocating positions without increasing headcount. New positions may be filled internally, and the vacated role is closed, with funding redirected to the new role.

Final Approval and Oversight

The City Manager retains discretionary authority over reclassifications, promotions, transfers, and demotions to ensure flexibility and alignment with operational goals.

213 DEPARTMENTAL POLICIES

Each Department Director, with the approval of the Director of Human Resources, is authorized to develop and implement departmental policies, procedures, codes of conduct, practices, rules, and regulations. These departmental guidelines may be additional or separate from those outlined in the Employee Handbook, provided they do not conflict with existing Citywide personnel policies. All departmental policies must meet or exceed the stringency of the City's personnel policies and cannot be less restrictive.

Should any discrepancies or conflicts arise between departmental and City personnel policies, the City's personnel policies will prevail. Department Directors are responsible for regularly reviewing their departmental policies to ensure alignment and resolve any inconsistencies or conflicts with the overarching City personnel policies, including adhering to any future amendments.

Copies of all departmental policies must be maintained on file within the Human Resources Department and distributed to all employees affected by such policies. It is the responsibility of the issuing department to ensure that all relevant employees receive these policies and that the policies are enforced effectively.

214 STANDARD OPERATING PROCEDURES (SOPs)

Standard Operating Procedures (SOPs) are comprehensive, written instructions designed to ensure consistent performance of a specific function within the City. If an SOP conflicts with or contradicts the City's personnel policies, the personnel policies will take precedence.

Both citywide and individual department SOPs are stored on the City's computer system and are accessible with access to a City computer terminal or network. Employees without access to the City's computer network shall be able to obtain copies of City SOPs and/or department SOPs from their immediate Supervisor.

SECTION 3: RECRUITMENT & HIRING

301 POSTING OF VACANCIES

The City is committed to providing employees with opportunities for growth and advancement. Job vacancies will be posted internally and, when appropriate, externally to ensure a fair and competitive process. Job postings include position title, department, a brief job description, and required qualifications.

302 EMPLOYMENT APPLICATIONS

The City only accepts employment applications for budget-approved vacant positions through the City's Website. Submitted applications will be kept in line with the City's retention schedule and maintained on file for the specified retention period.

303 INTERNAL AND EXTERNAL HIRING

Internal Posting and Promotion

The City desires to promote qualified employees from within, when possible, consistent with the need to ensure that all positions are staffed by highly competent individuals.

- When practicable, regular full-time vacancies will be posted internally for a minimum of three (3) business days. The City may post vacancies internally and externally at the same time.
- A reclassification of an incumbent's position does not create a vacancy and may be processed without posting.
- The City may waive or modify internal posting requirements when operational needs, urgency, legal requirements, reorganization, or the best interests of the City warrant doing so.
- Current employees are encouraged to apply for positions that align with their career goals and qualifications.
- Internal candidates will be considered based on their performance, experience, and the needs of the City. Internal posting does not guarantee an interview, selection, promotion, or preference over an external candidate.
- Employees must have completed a minimum of 6 months in their current position before applying for a new internal opportunity, unless otherwise approved by the City Manager.

Selection Criteria

- Internal candidates will be assessed through an interview process, and their performance evaluations, attendance records, and disciplinary history will be reviewed.
- Internal candidates who meet the minimum qualifications and demonstrate potential for the role may be given preference over external candidates.

Development and Training

- The City encourages continuous learning and development. Employees are encouraged to take advantage of training and development programs to prepare for future opportunities.

External Posting and Recruitment

If no qualified internal candidates are available, the position will be advertised externally through job boards, social media, and professional networks while ensuring the hiring process remains fair, non-discriminatory, and aligned with equal opportunity standards.

Selection Criteria

- External candidates will be evaluated based on their qualifications, experience, and fit for the role.
- The hiring process will include application screening, interviews, reference checks, and any required pre-employment tests.

Equal Opportunity Employment

The City is committed to providing equal employment opportunities to all applicants, regardless of race, color, religion, sex, national origin, age, disability, or any other protected characteristic.

304 PRE-EMPLOYMENT SCREENING AND CONDITIONAL OFFERS

Physical and Mental Fitness Requirements

Pre-Employment Medical Examinations:

- Candidates receiving a conditional job offer are required to complete a medical and physical examination tailored to the job's demands, conducted at the City's expense.
- Employment is contingent upon satisfactory results from this examination.

Employee Fitness Responsibilities:

- Employees are responsible for maintaining the physical and mental fitness required for their job.
- If an employee's fitness or mental health is suspected to impact job performance, the City may require an occupational, physical, or mental health assessment at City expense.
- Employees must immediately report any physical or mental condition affecting their ability to perform job duties to their Department Director and Human Resources.

Separation Due to Medical Incapacity:

- Employees who cannot meet the fitness requirements, with or without reasonable accommodation, may be separated for medical incapacity under Section 11 – Separation of Employment.

Pre-Employment Screening

After receiving a conditional offer, candidates must successfully complete all required pre-employment screenings relevant to the position, which may include credit checks, driver's license verification, background checks, physical examinations, CJIS certification, and drug screening. All screenings will comply with federal and state employment laws and remain strictly confidential.

Conditional Offer of Employment

Human Resources will coordinate all required screenings for candidates who receive a conditional offer.

305 DISQUALIFICATIONS

An applicant may be disqualified from consideration for a position for many reasons, including, but not limited to the following:

- has made any false statement of fact on the application form (consideration will be given to the seriousness, willfulness, and applicability of the false information to the position sought),
- has intentionally omitted information on the application form (consideration will be given to the seriousness, willfulness, and applicability of the omitted information to the position sought),
- has committed or attempted to commit a fraudulent act at any stage of the selection process,
- applicant is not legally permitted to hold the position, or
- any other reasonable grounds relating to job requirements at any time in the process.

306 PROVISIONAL PERIOD

All employees—whether newly hired, promoted, transferred, or demoted—are subject to a provisional period designed to evaluate performance and support adjustment to the new position.

- **Civilian Employees**: 90 calendar days
- **Sworn Police Uniformed Personnel**: 12 months

The provisional period allows Supervisors to assess an employee's performance, work habits, and overall fit within the department and organization.

90-Day Review

For civilian employees, Human Resources will conduct a comprehensive review at the end of the 90-day provisional period, in collaboration with the employee's Supervisor. This review evaluates performance, addresses concerns, provides feedback, and discusses goals for continued development.

Supervisor Responsibilities During Provisional Period
Supervisors are responsible for:

- Regularly reviewing the quality, efficiency, and consistency of the employee's work.
- Providing feedback, coaching, and support to assist employees in successfully meeting expectations.

Leave Usage During Provisional Period

- New employees may not use accrued vacation leave during the provisional period in order to focus on job responsibilities and successfully integrate into their roles.
- Personal leave, floating holidays, and sick leave may be used as needed.
- New employees with pre-approved, pre-scheduled vacations prior to hire must complete an Onboarding Vacation Request Form. Approved time off will typically be unpaid unless the employee elects to use personal leave or floating holidays.
- Employees who are internally promoted, transferred, or demoted may continue to use accrued vacation leave with prior Supervisor approval.

Vacancies During Provisional Period
Employees in a provisional status are not eligible to apply for internal vacant positions without the prior approval of the City Manager.

Extension
The provisional period may be extended with approval from the Department Director and the Director of Human Resources.

Reversion
Employees who are promoted, transferred, or demoted, and do not successfully complete the provisional period may request to revert to their former position, subject to approval and vacancy availability.

Right of Appeal

- **New Employees**: New hires who are dismissed for failure to successfully complete the provisional period do not have the right to appeal, except as provided under the City's unlawful discrimination complaint procedures.
- **Promoted, Transferred, or Demoted Employees**: Employees placed into a new position through promotion, transfer, or demotion who are dismissed during their provisional period retain the right to appeal under the City's grievance procedures.

307 NEPOTISM AND WORKPLACE RELATIONS POLICY

To prevent conflicts of interest, avoid perceptions of biased conduct, and maintain confidentiality regarding sensitive information, the City of Fulshear has established guidelines for the employment of relatives.

While relatives may work together in certain situations, restrictions apply to ensure fairness and integrity in personnel decisions.

Definition of Relative

Relationship Degree	Includes
First Degree	Child, Mother, Father, Spouse, Mother-in-law, Father-in-law, Stepchild, Stepmother, Stepfather
Second Degree	Brother, Sister, Stepbrother, Stepsister, Half-brother, Half-sister, Brother-in-law, Sister-in-law, Grandchild, Grandparent, Step-grandchild, Step-grandparent
Third Degree	Uncle, Aunt, Nephew, Niece, First Cousin, Step-nephew, Step-niece, Step-first cousin, Great-grandparent, Great-grandchild, Step-great-grandparent, Step-great-grandchild
Other Relationships	Common-law marriages (as recognized by the State of Texas); cohabitants (individuals living together in a romantic relationship or domestic partnership)

Workplace Relationships

The City recognizes that employees may develop personal relationships. The City does not prohibit consensual relationships between employees; however, relationships must not create an actual or perceived conflict of interest, favoritism, retaliation, harassment, or disruption of City operations.

Relationships Involving Supervisory or Employment Authority

- An employee may not directly or indirectly supervise, evaluate, schedule, discipline, promote, recommend compensation for, or otherwise influence an employment decision affecting an employee with whom the employee has a romantic or sexual relationship.
- Employees involved in a romantic or sexual relationship must not participate in decisions affecting the other employees' hiring, assignment, promotion, pay, performance evaluation, discipline, or continued employment.

For purposes of this policy, a “romantic or sexual relationship” includes dating or any other intimate relationship beyond mere friendship, regardless of whether the employees live together or cohabit.

Employment Restrictions

To ensure fairness and integrity in hiring and employment decisions, the following rules apply:

Relatives of Elected Officials
Relatives of elected officials, including the Mayor and City Council Members, are ineligible for employment and may not be appointed or confirmed by the Mayor or City Council.

Exception (Texas Gov. Code §573.062): An individual may remain employed if:

- They were employed before the official’s election or appointment; and
- Their employment was continuous for at least:
- 30 days if the official is appointed;
- 6 months if the official is elected in a local or special election;
- 1 year if the official is elected in a general election for state or county officers.

Relatives of the City Manager, Assistant City Manager, or Human Resources Director
Relatives cannot be hired or continue employment with the City.

Relatives of Department Directors

- **New Hires**: Relatives cannot be hired or continue employment with the City.
- **Existing Employees**: Relatives hired before policy implementation may continue employment but are not eligible for promotion or transfer within the department unless consistent with City policies.
- **New Relationships**: If an employee becomes a relative of a Department Director after the implementation of this policy, the City will attempt to reassign the employee to another position if feasible. If reassignment is not feasible, the City will determine the appropriate course of action, which may include transfer, reassignment of Supervisory responsibilities, or, if necessary, separation of employment.

Supervision & Personnel Decisions

Employees cannot supervise or be supervised by relatives or make employment decisions affecting them.

Disclosure Requirements

- **Applicants**: Must disclose any relatives employed by the City, including elected officials.
- **Current Employees**: Employees who become relatives of another employee must disclose this relationship to the Director of Human Resources or their Department Director within five business days. Failure to disclose may result in disciplinary action, including termination.
- **Relatives After Employment**: If two employees become relatives after one is already employed in a restricted position, one must secure a different position within six months. If no position is available, one employee must resign, or the most recently hired employee will be terminated. The City will not create a position to resolve the conflict.

Exceptions

The City Manager may grant exceptions to this policy when deemed in the best interest of the City.

308 RE-EMPLOYMENT

Consideration of re-employment of any former employee may be granted to those applicants who can demonstrate acceptable prior service with the approval of the City Manager. Employees who leave City employment and are re-hired shall be treated as new hires in respect to their hire date, service, benefits, and longevity.

SECTION 4: WORK ENVIRONMENT AND COMPENSATION

401 WORK SCHEDULES

The City Manager determines the business hours for City offices and departments. Employee work schedules may vary based on job responsibilities, and Supervisors will inform employees of their specific schedules. Operational needs may require adjustments to start and end times, as well as the total hours worked each day or week. The City reserves the right to adjust work hours and schedules as necessary, including requiring employees to work to maintain minimum staffing levels and provide essential services. Nothing in this policy guarantees a set number of work hours per week.

Work Week

The defined work week begins at **12:00 a.m. (midnight) on Sunday** and concludes at **11:59 p.m. on Saturday**. This is the City's standard FLSA workweek. Human Resources and Payroll may establish a different fixed and regularly recurring 168-hour workweek for an employee or group of employees when necessary to administer an approved alternative work schedule, provided the workweek is established and documented before implementation and complies with the FLSA. A work week will not be changed for the purpose of avoiding overtime obligations. While many City services operate continuously, 24 hours a day, seven days a week, the standard business hours are:

- **City Office Hours**: Monday through Thursday, 8:00 a.m. to 5:00 p.m., and Friday, 8:00 a.m. to 3:00 p.m.
- **Front Desk Hours**: Monday through Friday, 7:30 a.m. to 5:00 p.m.

Work Period for Law Enforcement

Under Section 207(k) of the Fair Labor Standards Act (FLSA), employees engaged in law enforcement may be compensated for overtime on a work period basis. The City has established the work period for law enforcement personnel as 14 days.

Work Schedules for Exempt Employees

Exempt employees work at the discretion of their director, who may establish specific work hours and hold employees accountable to a defined schedule without affecting their exempt status under the Fair Labor Standards Act (FLSA).

Directors are expected to be available and accessible during the City's core business hours, as well as outside of those hours as necessary to ensure that City services and programs remain available.

Work Schedules for Non-Exempt Employees

Non-exempt employees, excluding sworn officers, temporary staff, and part-time staff, will follow a standard forty-hour workweek. Directors, with the City Manager's approval, have the discretion to establish work schedules and meal/rest periods for their non-exempt employees to ensure comprehensive customer service for both the public and internal stakeholders.

402 MEAL AND REST BREAKS

Each Department Director will establish a structured system for employees to take meal and rest breaks while ensuring uninterrupted customer service. Employees may be required to stagger their breaks to guarantee that customer assistance always remains available. Once implemented, employees must strictly adhere to the designated break schedules. In emergency situations where immediate customer needs take priority, the break system may be temporarily adjusted to maintain service continuity.

Lunch Breaks

- Lunch breaks are unpaid unless an employee is required or permitted to work during the break.
- Employees must clock out for any lunch period exceeding 29 minutes or when leaving the premises.
- Meal periods longer than one hour require Supervisor approval to ensure proper coverage.
- Office employees are encouraged to take their lunch breaks away from their desks or workstations.
- Any work performed during a meal break must be documented in the employee's time entries.
- Under Texas law, employers are not required to provide lunch breaks. However, if a break is provided, it must be at least 30 minutes long to be unpaid.

Police Officers
Police officers are provided paid lunch breaks due to the likelihood of frequent work-related interruptions.

Rest Breaks for full-time Employees

Regular full-time employees may be eligible for two paid 15-minute rest breaks per day, at the discretion of the Department Director.

- Rest breaks are a privilege, not a right. They may not be:
- Accumulated for later use
- Combined with meal periods
- Used to leave early or arrive late
- Taken in a way that interferes with operational needs

Under Texas law, employers are not required to provide rest breaks. However, if a rest break is provided, the federal Fair Labor Standards Act (FLSA) applies. Under the FLSA:

- Rest breaks lasting 20 minutes or less must be paid.
- Meal breaks (typically 30 minutes or more) can be unpaid, as long as the employee is completely relieved of duties during that time.

403 PAY PROCEDURES AND PAYROLL

The City operates on a bi-weekly payroll system, with earning statements issued 26 times per calendar year. However, every seven years, there is an exception where 27 pay periods occur. Each pay period consists of two consecutive work weeks, and payroll is processed at the end of each period.

Direct Deposit And Earning Statements

Direct deposit provides a cost-effective way to ensure timely payment for all employees. Therefore, all employees are required to use direct deposit for their pay.

Earning statements will be emailed to employees after each pay period. The City will deposit funds into the financial institution of the employees' choice.

Employees are responsible for:

- Notifying Human Resources of their current email addresses.
- Updating banking information in the event of account changes.

Please note that each bank may post deposits at different times, and the City is not responsible for the banking policies of any financial institution.

Withholding And Deductions

Employees may experience payroll deductions in association with their participation in some benefit plans. Additionally, the City withholds standard Federal and State mandated funds such as Federal Income Tax, FICA (Social Security taxes), and Medicare, as well as other court ordered garnishments, such as child support.

Timekeeping and Payroll Records

Non-exempt employees must accurately record all hours worked in the City's designated timekeeping system. Employees may not perform off-the-clock work, fail to report time actually worked, alter or falsify a time record, alter another employee's time record without authorization, ask or direct another employee to inaccurately report time worked, or knowingly submit an inaccurate time record.

Employees must obtain Supervisory approval before working overtime or outside their scheduled hours whenever practicable. However, all time actually worked must be accurately reported and will be compensated in accordance with applicable law and City policy, regardless of whether the work was authorized in advance. Working unauthorized overtime or failing to follow established scheduling or approval procedures may result in corrective action, but employees will not be denied compensation for time actually worked.

Supervisors are responsible for promptly reviewing time records and ensuring that employees accurately report all hours worked. Supervisors may not direct, encourage, permit, or knowingly allow an employee to perform work without recording the time worked. Any known error or omission in a time record must be promptly reported and corrected.

404 CATEGORIES OF PAY

Overtime Pay

All employees may be required to work overtime as determined by their Supervisor to meet operational, emergency, or service needs. Employees are expected to respond to required overtime assignments and may be subject to corrective action for failing to report as directed.

Non-exempt employees must accurately record all hours worked in ExecuTime. Overtime will be automatically calculated based on the employee's approved work schedule and applicable overtime work period. For employees assigned a standard forty (40)-hour workweek, overtime is earned for hours worked over forty (40) hours in the workweek. Non-exempt law-enforcement personnel will earn overtime based on the City's established FLSA Section 207(k) work period. Except as otherwise permitted by the FLSA, an alternative or compressed work schedule does not change the applicable FLSA workweek or overtime threshold.

Employees must obtain Supervisory authorization before working overtime whenever practicable. Supervisors are responsible for planning, scheduling, monitoring, and managing overtime within approved departmental budgets. However, all hours actually worked must be reported and will be compensated in accordance with applicable law and City policy, even if the overtime was not authorized in advance.

Eligible non-exempt employees may receive overtime pay at one and one-half (1.5) times their regular rate of pay or compensatory time at one and one-half (1.5) hours for each overtime hour worked, in accordance with City policy and applicable law.

Premium Pay Rule

Employees are eligible for only one premium pay rate for the same hours worked. When more than one premium pay provision applies to the same hours, the employee will receive the highest applicable premium pay rate. Premium pay rates will not be combined or stacked unless specifically authorized by City policy.

On-Call Duty and After-Hours Work

On-Call Duty refers to the period outside of an employee's regularly scheduled work hours when they are required to be available to work if called. Employees will be scheduled for on-call duty by their Supervisor as needed.

On-call time generally is not considered hours worked when the employee remains free to use the time effectively for personal purposes. Whether on-call time constitutes compensable hours worked will be determined in accordance with the FLSA based on the restrictions imposed and the circumstances of the on-call assignment, including applicable response-time requirements and the frequency and nature of calls.

- Employees assigned to on-call duty may engage in personal activities but must be able to respond to work calls within the response time set by their Department Director.
- Department-specific response times, geographic restrictions, availability requirements, or other conditions that materially restrict an employee's activities while on-call must be reviewed and approved by Human Resources before implementation or modification. Human Resources may periodically review on-call practices to determine whether the restrictions or actual call frequency could cause on-call time to constitute compensable hours worked under the FLSA.
- Employees unable to fulfill an on-call assignment must notify their Supervisor as soon as practicable and arrange approved coverage
- Failure to respond timely, maintain required availability, or arrange approved coverage may result in corrective action, up to and including termination.
- Employees must comply with the City's Drug-Free and Alcohol-Free Workplace Policy while on-call.
- Employees assigned to on-call duty receive a daily on-call stipend equal to one hour at the employee's regular base hourly rate.
- For non-exempt employees, the on-call stipend will be included in the employee's regular rate for overtime purposes when required by the FLSA.

Call Back Time occurs when an on-call employee is required to return to work outside of their regular hours due to an unscheduled need or emergency.

- If an on-call employee requires another employee to assist, that assisting employee is also considered to be on Call Back Time.
- For non-exempt employees, any time spent performing regular work duties during Call Back Time is considered hours worked and will be compensated accordingly.

After-Hours Work and Compensation

Employees required to perform work outside their regularly scheduled hours, whether physically reporting to a worksite or performing duties remotely, will be compensated for actual hours worked in accordance with the City's established timekeeping procedures and applicable FLSA requirements.

- Non-exempt employees will receive their regular rate of pay for actual hours worked up to 40 hours in the established FLSA workweek.
- Hours worked in excess of 40 during the established FLSA workweek will be compensated at 1.5 times the employee's regular rate, unless a different overtime standard applies under law.
- All actual time spent performing work, including responding to calls, emails, or other work-

related matters outside scheduled hours, must be recorded.

- No separate Call Back premium or minimum Call Back payment will apply.
- Work performed on a City-designated holiday will be compensated in accordance with the City's Holiday Worked Pay policy.
- Hours worked beyond an employee's regularly scheduled shift will be treated as regular hours worked or overtime, as applicable.

Additional Provisions

- On-call assignments and the associated daily stipend remain in effect when an employee is called to perform work, unless the assignment is otherwise modified or ended.
- Exempt employees are not eligible for on-call stipends or additional after-hours compensation unless specifically authorized by the City Manager. Exempt employees designated as on-call, emergency-essential, or after-hours escalation contacts must remain reachable and respond in accordance with their assigned responsibilities.

Reporting

- Employees must accurately report on-call assignments and all hours worked, including after-hours and remote work, on their biweekly timesheets.
- Supervisors are responsible for reviewing and approving reported time and ensuring compliance with applicable overtime requirements.
- Department Directors may establish operational requirements for on-call assignments and response times, subject to Human Resources review and approval.

Holiday Worked Pay

Non-exempt employees who work on a City-designated holiday may be eligible for Holiday Worked Pay.

- Non-exempt employees who are regularly scheduled to work on a City-designated holiday, including sworn Police Department personnel and Utilities, Public Works, or other employees assigned to essential operational coverage, will be compensated at one and one-half (1.5) times their regular hourly rate for all hours worked on the holiday.
- Non-exempt employees who are required to report to work or are called in to work on a City-designated holiday outside their regular schedule will be compensated at two (2.0) times their regular hourly rate for all hours worked on the holiday.
- Exempt employees are not eligible for Holiday Worked Pay unless specifically authorized by the City Manager.

Emergency Event Pay

Compensation for hours worked during a declared State of Emergency or during a Hazardous Weather Event are defined within Section 907 - EMERGENCY EVENTS & HAZARDOUS WEATHER.

Compensatory Time

FLSA compensatory time may be provided to eligible non-exempt employees in lieu of cash overtime only pursuant to an agreement or understanding established before the overtime work is performed, as permitted by the Fair Labor Standards Act (FLSA). Compensatory time accrues at one and one-half (1.5) hours for each overtime hour worked.

- Non-exempt employees may accrue up to 240 hours of compensatory time. Employees eligible for the FLSA's public safety, emergency response, or seasonal activities exception may accrue up to 480 hours. Overtime worked after reaching the applicable limit will be paid in cash.
- Employees requesting to use accrued compensatory time will be permitted to do so within a reasonable period unless the use would unduly disrupt City operations.
- Compensatory time used is paid leave and does not count as hours worked for overtime purposes.
- Accrued compensatory time paid during employment, including upon promotion or reclassification to an FLSA-exempt position, will be paid at the employee's regular rate in effect at the time of payment.
- Upon separation, unused compensatory time will be paid at the rate required by the FLSA.

Daylight Saving Time Pay

Employees on shift when clocks spring forward will receive pay for the entire shift. If clocks fall back, they get paid for the entire shift plus an additional hour, which counts as time worked for overtime calculations.

Merit (STEP) Compensation

The City may provide merit-based salary increases to eligible employees based on annual performance evaluations, available funding, and City Manager approval. Merit increases are not automatic.

Eligibility

For the January 1–December 31 merit year, an employee must:

- Have completed one full year of continuous service in the same position as of January 1 of the merit year.
- Not have received a reclassification, promotion, or demotion during the merit year.
- Earn an overall performance rating of "Meets Expectations" (3) or higher.
- Not have been on a Performance Improvement Plan or received a verbal or written disciplinary warning during the merit year.
- Complete their annual evaluation, as well as required evaluations for assigned subordinates, by the established deadline.

Merit Guidelines

Merit increases are determined by the employee's overall performance rating:

- Exceeds Expectations – Higher merit percentage
- Meets Expectations – Standard merit percentage
- Below Expectations – Not eligible for a merit increase

Merit percentage ranges are established annually through the budget process and allocated by department. No employee may receive an increase that exceeds the maximum of the assigned pay grade.

If approved, merit increases are effective the first full pay period in April following the close of the merit year.

Administration

Department Directors are responsible for timely, accurate evaluations. Human Resources reviews eligibility and internal equity, and the City Manager must approve merit increases before implementation.

Relationship to Other Pay Adjustments

Merit increases are separate from COLA, market, promotional, reclassification, and other approved pay adjustments. Employees may receive more than one adjustment when approved and budgeted.

Police Department Compensation and STEP Progression

The City maintains a market-based Police Department compensation structure designed to support recruitment, retention, internal career progression, and preserve clear, appropriate salary differences between Police ranks. Police compensation recognizes the employee's assigned classification, required certification, relevant experience, sustained satisfactory performance, and promotional responsibility.

Police Salary Schedule

The City maintains a Police salary schedule with established pay ranges and steps for each Police classification. The schedule is administered consistent with the City's adopted budget, approved compensation actions, available funding, and City Manager direction.

The City may update Police pay ranges or step rates based on validated market data, fiscal capacity, staffing needs, and operational requirements. Market adjustments to the salary schedule are separate from an employee's individual annual merit-step progression.

Classification, Certification, and Education

Base pay shall be determined by the employee's assigned Police classification and approved salary step. Required law-enforcement certifications establish eligibility for assignment to a classification or promotion.

Certifications that exceed the minimum requirement of the assigned classification do not automatically result in placement at a higher salary step or a separate base-pay schedule. Certifications may be recognized through a separately approved certification incentive, assignment pay, promotional consideration, or development opportunity when directly related to the employee's duties and authorized by City policy.

New-Hire Placement

Entry-level Police employees will normally be placed at Step 1 of the applicable classification or at the Council-approved Cadet rate, as applicable.

Experienced lateral hires may be placed above Step 1 based on verified directly related commissioned law-enforcement experience, required or specialized certifications, demonstrated skills, and documented market need. Human Resources and the Chief of Police shall apply approved administrative placement guidelines to ensure consistent treatment of similarly situated candidates.

Placement above the standard administrative hiring range requires written justification and City Manager approval. Prior salary alone does not determine placement.

Annual Merit (Step) Progression

Eligible Police employees may advance one step within their assigned classification effective the first full pay period in April.

To be eligible, an employee must meet the Citywide merit-increase requirements and have completed at least twelve months in their current step as of March 31. Merit-step progression is based on satisfactory performance, available funding, and City Manager approval and is not automatic.

Employees who do not meet eligibility requirements may be considered for progression in a future merit cycle after eligibility requirements have been satisfied.

A market adjustment, promotional increase, reclassification, certification incentive, assignment pay, or other approved compensation action is separate from annual merit-step progression.

Promotional Placement

Upon promotion to a higher Police classification, an employee shall be placed at the lowest step in the new classification that provides at least a five percent (5%) increase in base pay. If the minimum rate of the new classification provides a greater increase, the employee shall be placed at the minimum rate.

Placement above the standard promotional step requires written justification, Human Resources review, and City Manager approval.

Maximum Step and Pay Protection

Employees who reach the maximum step of their assigned classification are not eligible for additional annual step progression unless promoted to a higher classification or approved for another form of compensation authorized by City policy.

Employees at the maximum step may remain eligible for Council-approved market adjustments, cost-of-living adjustments, promotion increases, assignment pay, incentive pay, certification pay, or other compensation authorized by City policy.

An employee whose base salary exceeds the approved maximum rate for the assigned classification will be designated as red-circled. Red-circled employees are not eligible for regular step progression until the approved range maximum equals or exceeds the employee's protected rate.

Administration

All new-hire placements, promotions, step progressions, pay-protection actions, and exceptions must be documented through a Personnel Action Form and approved in accordance with City procedures.

Human Resources and the Chief of Police are responsible for consistent administration of this policy. The City Manager may approve exceptions when supported by documented business need, market conditions, or operational requirements and when funding is available.

Certificate Pay

The City may provide Certificate Pay to recognize an eligible certification, license, or degree that exceeds the minimum qualifications of an employee's assigned classification, is directly related to the employee's current job duties, and is approved in accordance with this policy. Certifications, licenses, or degrees required as a minimum qualification for the employee's assigned classification are not eligible for Certificate Pay.

To be eligible, an employee must be a regular full-time employee and submit documentation verifying the credential. Certifications and licenses must be current and in good standing and must be maintained throughout the period of payment.

Certificate Pay is paid as a monthly stipend and does not increase an employee's base rate of pay. The maximum combined Certificate Pay payable to an employee under this policy is $2,400 per fiscal year.

Certificate Pay is not retroactive and will not be paid as a lump sum. Payment is subject to available funding, Human Resources review, and City Manager approval.

Certificate Pay will end if a credential expires, is revoked, is no longer directly related to the employee's assigned classification, or the employee transfers to a classification for which the credential is not eligible. The City may review approved Certificate Pay annually to confirm continuing business need and available funding.

Annual Review

Certificate Pay will be reviewed annually in June for the upcoming fiscal year. Human Resources, in coordination with Department Directors and Finance, will review eligible credentials, employee eligibility, continued business need, expiration dates, and the fiscal impact of current and proposed incentives.

The annual review will support development of the following fiscal year budget and allow the City to confirm that approved incentives remain directly related to the employee's assigned position and are supported by available funding.

New incentives, changes to existing incentives, and continuation of approved incentives are subject to annual budget approval. Unless otherwise approved by the City Manager for a documented operational need, requests received after the annual review will be considered during the next annual review cycle.

Longevity Pay

Longevity pay will be calculated and administered uniformly across all departments to ensure consistency, transparency, and equitable treatment of employees.

Eligibility

Longevity pay applies to regular full-time employees who have completed at least one (1) full year of continuous service with the City of Fulshear. Service is defined as continuous full-time employment with the City. A break in service will reset the employee's service date unless otherwise approved by the City Manager.

Calculation Method

Longevity pay is calculated at $4.00 per month for each completed full year of service, up to a maximum of 25 years. Only completed full years of service will be counted.

Calculation Date

Longevity pay will be calculated annually based on an employee's completed years of service as of September 30, the end of the fiscal year. Partial years of service will not be included.

Payment Method

Longevity pay will be issued as a lump-sum payment on the first full paycheck in December each year. It is separate from base salary and does not increase an employee's regular rate of pay.

Administration

Longevity pay is subject to annual budget approval and may be modified or discontinued by the City Council. Human Resources and Finance are responsible for administering this policy and resolving questions regarding its application.

Supplemental Pay

Assignment Pay

Assignment Pay is provided to non-exempt positions who temporarily assume specialized duties or responsibilities beyond their regular job description. Examples may include acting as a trainer, field lead, or fulfilling time-limited project needs. Assignment Pay is temporary, does not affect base salary, and must be requested, approved, and documented on a Personnel Action Form (PAF), which identifies the assigned duties, effective date, and applicable pay amount.

Assignment Pay may not exceed 4.5% of the employee's hourly rate and is subject to annual budget approval. Assignment Pay must be reviewed each August and renewed annually, if approved, effective October 1.

Eligibility Criteria:

- The assigned duties must be outside the employee's official job description and not included in their normal responsibilities.
- The assignment must have a significant organizational impact
- The assignment must be approved by the City Manager.

Step-Up Pay

Step-Up Pay applies to non-exempt positions who are temporarily assigned to perform the full range of duties of a higher-classified position due to the absence or vacancy of that position, as determined by the City Manager.

- Employees in a Step-Up assignment will receive a temporary pay increase as follows:
- 5% increase for a position one grade higher
- 10% increase for a position two grades higher
- Or the minimum of the higher position's pay range, whichever is greater
- Step-Up Pay is intended for short-term assignments and applies only to non-exempt employees. Exempt employees are not eligible.

Interim Pay

Interim Pay applies to exempt positions, who are temporarily assigned to perform the full duties of a higher-level vacant position for an extended period (four or more workweeks), subject to City Manager approval.

- Employees in an Interim assignment may receive a temporary pay increase of up to 10%, based on the scope and duration of added responsibilities.
- Interim Pay is discretionary and does not establish the right to promotion or ongoing pay adjustment.

Pay Adjustments During Step-Up or Interim Assignments
If a Step Increase, Market Adjustment Pay, or Cost-of-Living Adjustment (COLA) while serving in a Step-Up or Interim assignment:

- The adjustment will first be applied to the employee's base salary.
- The Step-Up or Interim Pay will then be recalculated based on the new base rate to ensure the temporary increase reflects the updated salary.

Incentive Pay

Incentive pay adjustments for exempt employees may be awarded at any time during the fiscal year to encourage superior performance. These adjustments can be paid as a lump sum or prorated over the remainder of the fiscal year, as directed by the City Manager. The incentive pay is temporary and must have an end date and does not become a permanent part of the employee's base salary; it is only valid for the fiscal year in which it is authorized.

Incentive pay must be tied to the employee's involvement in a project with significant organizational impact that requires effort beyond their regular duties.

Travel Time Pay

In accordance with the Fair Labor Standards Act (FLSA) and City policy, the following guidelines apply to authorized business travel by non-exempt employees.

Normal Work Hours

Travel that occurs during an employee's normal working hours is compensable for both drivers and passengers, whether it occurs on a regular workday or a non-workday, such as a weekend.

Same-Day, Out-of-Town Travel

All authorized travel time for a single-day out-of-town assignment is compensable, excluding bona fide meal periods during which the employee is completely relieved of duty.

Overnight Travel

For overnight travel, travel that occurs during an employee's normal working hours is compensable, including travel on a non-workday. Travel time outside normal working hours is compensable when the employee is required to drive or perform work while traveling.

As a City policy, the City will compensate authorized travel time between the employee's regular worksite and the travel destination for both drivers and passengers, including travel occurring outside normal work hours. Ordinary commuting, personal activities, and bona fide meal periods are not compensable.

Commute Time

Ordinary commuting time from home to the regular worksite is not compensable. However, travel to an alternate worksite may be compensable depending on the circumstances and distance.

Travel Authorization and Expenses

All business travel, including out-of-state travel, must be approved in advance in accordance with the City's Training Policy and Travel and Business Expense Policy. Approval of travel time as compensable does not by itself authorize or guarantee reimbursement of travel expenses.

Employees must comply with applicable requirements for travel arrangements, lodging, airfare, rental vehicles, rideshare services, per diem, receipts, reimbursement, and City credit card use. When per diem is provided, employees may not use a City credit card for meals or incidental expenses covered by the per diem.

405 ERRORS IN PAY

It is the employee's responsibility to notify Human Resources if the employee detects errors in a paycheck. This includes over and under payments, errors in deductions, and other information that would cause a discrepancy in the net or gross income of the employee. If an error occurs which results in an overpayment to an employee, the employee will be required to reimburse the overpayment to the City within a reasonable time. If the error occurs on the employee's final paycheck, corrections must be made in cash or cashier's check. If the error results in underpayment, the Finance Department will make the correction as soon as possible, or no later than the next regularly scheduled pay period.

SECTION 5: LEAVE

501 PAID LEAVE

Vacation Leave

Vacation Leave begins accruing on an employee's first day of employment and is earned each pay period. Accrual rates are based on completed years of continuous service with the City. Employees move to the next accrual rate effective the first full pay period following their service anniversary.

Full-time employees accrue the annual amounts shown below. Regular part-time employees accrue PTO at 50% of the full-time rate. PTO is not advanced; employees may use accrued PTO in accordance with this policy.

Years of Service	Full-Time Employees	Part-Time Employees
Less than 1 year / upon hire	80 hours	40 hours
1 completed year	88 hours	44 hours
2 completed years	96 hours	48 hours
3 completed years	104 hours	52 hours
4 completed years	112 hours	56 hours
5 completed years	120 hours	60 hours
6 completed years	128 hours	64 hours
7 completed years	136 hours	68 hours
8 completed years	144 hours	72 hours
9 completed years	152 hours	76 hours
10 completed years	160 hours	80 hours
11 completed years	168 hours	84 hours
12 completed years	176 hours	88 hours
13 completed years	184 hours	92 hours
14 completed years	192 hours	96 hours
15 completed years	200 hours	100 hours
16 completed years	208 hours	104 hours
17 completed years	216 hours	108 hours
18 completed years	224 hours	112 hours
19 completed years	232 hours	116 hours
20 completed years	240 hours	120 hours

Employees are encouraged to plan and use their accrued vacation leave to maintain a healthy work-life balance.

Accrual During Unpaid Leave

- Vacation leave is accrued each pay period and is not advanced; employees must earn leave before using it.
- An employee on unpaid leave for an entire pay period will not accrue vacation leave.
- An employee on partial unpaid leave may accrue vacation leave on a prorated basis based on hours worked, subject to payroll system capabilities and departmental policy.
- For purposes of vacation accrual, unpaid leave includes any period in which an employee has exhausted available paid leave, including unpaid leave taken under the City's FMLA policy.

Maximum Accrual Allowed

Employees may accrue a maximum of 480 hours of vacation leave (240 hours for part-time employees). Once this limit is reached, no additional vacation leave will accrue until the employee uses vacation hours to reduce their balance below the maximum threshold.

Vacation Scheduling Policy

Employees must schedule vacation leave in advance with their Supervisor or Department Director. Approval will be based on both the employees' request and the department's ability to maintain essential operations.

Key Guidelines

- Department Directors must have their vacation requests approved by the City Manager or their designee.
- Vacations will only be approved when workload permits, but reasonable efforts will be made to accommodate requests.
- Employees must ensure they have sufficient leave accruals to cover their requested time off and submit requests within a reasonable timeframe.
- Supervisors may deny vacation requests due to insufficient leave accruals or business needs.
- New employees in their first 90 days of employment are not eligible to schedule vacation except as provided in Section 306.

Cash-Out of Unused Vacation Leave

Employees may cash out up to 40 hours of unused vacation leave once per fiscal year (October 1 to September 30), provided they maintain a minimum balance of 120 hours.

Separation from Employment and Payment of Unused Vacation Leave

An employee who voluntarily resigns from employment in good standing may be eligible to receive a lump-sum payment for accrued, unused vacation leave, up to a maximum of 240 hours for full-time employees or 120 hours for regular part-time employees.

Vacation leave in excess of the applicable payout maximum is forfeited upon separation. Employees who do not voluntarily resign in good standing are not eligible for payment of unused vacation leave, unless otherwise required by applicable law or a written City agreement.

Payment will be calculated using the employee's regular base rate of pay in effect on the employee's last day of employment and processed in accordance with the City's final-pay procedures.

Key Guidelines

- Cash-out requests must be submitted to Human Resources in August, and approved cash outs are processed in September upon completion of the required form.
- The cash-out request form is available on the common drive or by contacting Human Resources.
- Employees may cash out unused vacation leave once per fiscal year.

Sick Leave

Employee Type	Accrual Rate (per pay period)	Maximum Annual Accrual	Advance Allowance
Full-time Employees	4.62 hours	120 hours per calendar year	No
Part-time Employees	1.85 hours	48 hours per calendar year	No

Sick Leave Accrual

Sick leave accrues each pay period and cannot be advanced; employees must earn leave before using it. Sick leave does not accrue during any full pay period in which an employee is on leave without pay (LWOP). If an employee is on partial LWOP and works a portion of the pay period, sick leave may accrue on a prorated basis based on hours worked, subject to payroll system capabilities.

Approved uses of sick leave include:

- Personal illness, injury, or medical incapacity.
- Caring for an immediate family member's illness or medical needs.
- Medical, dental, or preventive care that cannot be scheduled outside of work hours.
- Quarantine due to public health concerns.
- Parental leave within the first 12 months following birth, adoption, or initial foster care placement.

Use and Notification

Sick leave must be recorded based on actual time absent in one-hour increments and may only be used for an approved purpose.

Employees must notify their Department Director or designee as soon as reasonably possible, preferably before their scheduled start time. If an employee is unable to provide notice, another person may provide notice on the employee's behalf. Departments may establish reasonable call-in and notification procedures based on operational needs.

Monitoring and Misuse

Department Directors are responsible for monitoring sick leave usage and identifying patterns that may indicate misuse or abuse. Human Resources will review concerning trends and determine whether additional review or action is appropriate.

Corrective or disciplinary action, up to and including termination, may be taken when an employee misuses sick leave, uses leave for an unauthorized purpose, or fails to comply with applicable leave and notification requirements. Any action will be administered in accordance with applicable law and City policy.

Medical Certification
Medical certification is required for absences exceeding three consecutive working days. Human Resources may also request certification for shorter absences if necessary. Sick leave can be used in one-hour increments for approved purposes.

Work Related Injuries and Illness

- Employees will report any work-related injury or illness to their Department Director within 24 hours.
- The Department Director will assist in completing a First Report of Injury Form and forward it to Human Resources, who will assist in filing a claim.

Light Duty

A medical release is required before returning to work after an extended illness or injury. Light-duty assignments may be offered based on medical recommendations and departmental needs but are subject to approval.

Sick Leave Upon Separation

Employees separated from City employment for reasons other than retirement are not eligible for payment of unused sick leave. However, retiring employees may receive a lump sum payment for accrued sick leave, up to 200 hours, if they:

- Retire under a City-sponsored program and are eligible to receive retirement payments.
- Have completed at least ten years of continuous employment with the City of Fulshear.

Grandfathered Provision

Employees who were hired before January 1, 2023, and who meet the eligibility criteria above will be grandfathered in under the prior policy and may receive payment for up to 240 hours of accrued sick leave at retirement.

Holiday Leave

All regular full-time employees are eligible for paid holidays as designated by the City. Part-time employees are eligible to receive 4 hours of holiday pay for each designated City holiday. All other employees receive the official holiday off without pay. There is no waiting period for holiday pay eligibility.

The following holidays will be observed by the City:

- New Year's Day
- Martin Luther King Jr. Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Fort Bend County Fair Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving
- Christmas Eve
- Christmas Day

Holidays on Weekends

When a holiday occurs on a Saturday, it shall be observed on the preceding Friday, but when the holiday occurs on a Sunday, it shall be observed on the following Monday ("Observed Holidays").

Holidays Occurring During Scheduled Time Off

An official holiday occurring while on vacation, sick or FMLA leave is being taken will be reflected as a holiday on the payroll and no deduction from vacation or sick leave balance will be made for the holiday.

Holiday Pay and Premium Holiday Pay for Non-Exempt Employees

Non-exempt employees who work on a designated holiday are entitled to both regular holiday pay and premium holiday pay. Regular full-time employees receive holiday pay equivalent to an eight (8) hour workday. Police officers on a 24-hour shift schedule receive 12 hours of holiday pay for each designated holiday. It is important to note that holiday pay hours do not count as time worked for the purposes of FLSA overtime calculations.

Non-exempt employees who are required to work on a designated holiday will receive the following:

- Regular holiday pay (as if they did not work), and
- Premium pay at 1.5 times their regular hourly rate for all hours worked on the holiday.

This premium pay is provided regardless of whether the employee meets the FLSA overtime threshold. Additionally, premium holiday pay is not included in the calculation of overtime for hours worked beyond 40 hours per week, per 29 C.F.R. §778.201. For the purposes of premium holiday pay, the holiday period is defined as midnight to midnight on the actual or recognized holiday.

Eligibility for Premium Holiday Pay

To be eligible for premium holiday pay, non-exempt employees must work on a designated holiday. Eligibility varies depending on the employee's work schedule:

- Non-exempt employees working a standard workweek schedule (e.g., Monday-Friday) will receive premium holiday pay for hours worked on the observed holiday (the day City offices are closed).
- Non-exempt law enforcement employees working a 14-day work schedule will receive premium holiday pay for hours worked on the actual holiday, regardless of when it is observed by the City.

Police Department Fitness Days

Purpose

The City of Fulshear supports the health and wellness of Police Department personnel. FIT Time is a wellness incentive awarded to eligible police employees who participate in the Department's physical fitness testing program. The purpose of FIT Time is to encourage ongoing physical conditioning and promote overall officer well-being.

Eligibility

FIT Time is available only to sworn Police Department employees who:

- Complete all required physical fitness tests conducted throughout the year, and
- Meet the annual participation and performance requirements established by the Chief of Police and Human Resources.

Eligibility is verified by the Police Department following completion of the required annual fitness testing cycle.

Awarding of FIT Time

- FIT Time is awarded once per year, at the beginning of the new fiscal year.
- The amount of FIT Time granted is based on the officer's overall performance in the previous year's physical fitness testing cycle, as documented and certified by the Police Department.
- FIT Time is a wellness incentive and is not guaranteed from year to year.

Use of FIT Time

- FIT Time must be used within the fiscal year it is issued and does not carry over.
- Requests must be submitted through Executime or the City's current timekeeping system.
- Supervisors must approve FIT Time in advance to ensure staffing and operational coverage.
- FIT Time may not be used after an employee submits notice of voluntary resignation unless previously approved.
- FIT Time cannot be used to extend lunch breaks, report late, or leave early.

Administration

- The Police Department is responsible for verifying participation and reporting eligibility to Human Resources.
- Human Resources is responsible for posting FIT Time to eligible employees annually.
- Supervisors are responsible for approving FIT Time in accordance with staffing needs and department procedures.
- FIT Time hours will be entered, monitored, and reported using Executime or the City's designated timekeeping system.

Non-Discrimination

FIT Time is a voluntary wellness incentive based solely on participation and performance in the established physical fitness program. It does not influence employment status, compensation decisions, or promotional opportunities.

Personal and Floating Leave Administration

Floating holiday and personal leave are granted in hours based on an employee's approved regular work schedule at the beginning of each fiscal year. Employees hired after the start of the fiscal year will receive leave credits based on their approved regular work schedule at the time of hire.

Approved Regular Workday	One Floating Holiday	Three Personal Days
8-hour schedule	8 hours	24 hours
9-hour schedule	9 hours	27 hours
10-hour schedule	10 hours	30 hours
12-hour schedule	12 hours	36 hours

Floating holiday and personal leave may be used in hourly increments, subject to Supervisor approval and operational needs.

Employees who change work schedules during the fiscal year will retain the floating holiday and personal leave hours previously credited for that fiscal year. Leave balances will not be increased, reduced, or otherwise adjusted because of a midyear schedule change.

Use of floating holiday and personal leave requires prior Supervisor approval and is subject to operational needs. Floating holiday and personal leave may be used in hourly increments and are not considered hours worked for overtime purposes. Floating holiday and personal leave may not be carried over. Any unused balance is forfeited at the end of the fiscal year on September 30. The City does not compensate employees for unused floating holiday or personal leave, including upon separation from employment, regardless of the reason for separation.

Floating Holiday

The City provides full-time employees with one floating holiday per fiscal year in accordance with the Personal and Floating Leave Administration policy above.

Personal Leave

The City provides full-time employees with three (3) personal leave days per fiscal year in accordance with the Personal and Floating Leave Administration policy above. Regular part-time employees receive two (2) personal leave days per fiscal year, with each day equal to four (4) hours.

Bereavement Leave

Eligible employees may receive paid bereavement leave following the death of a family member as follows:

- **Immediate Family**: Up to five (5) paid workdays following the death of an employee's spouse, child, parent, sibling, grandparent, grandchild, or other individual specifically identified as immediate family under this policy..
- **Other Relatives**: Up to three (3) paid workdays following the death of another relative not included in the definition of immediate family.

Bereavement leave is intended to allow employees time to attend funeral or memorial services, make necessary arrangements, travel, and attend to personal and family matters associated with the death.

Additional time off may be requested using available accrued leave, subject to Supervisor approval and operational needs.

502 UNPAID LEAVE

Family Medical Leave Act (FMLA)

The Family and Medical Leave Act of 1993 (FMLA) ensures job and benefit protection for eligible employees who need to take leave for specific qualifying reasons. The City is committed to complying with FMLA provisions to support employees during significant life events while maintaining workplace continuity.

Eligibility Requirements

To qualify for FMLA leave, employees must:

- Have worked for the City for at least 12 months.
- Have completed at least 1,250 hours of work during the 12-month period immediately preceding the start of the leave.

Leave Entitlement

- Eligible employees may take up to 12 weeks of unpaid leave within any rolling 12-month period, measured backward from the date the employee uses any FMLA leave.
- Paid leave, including sick leave, vacation leave, and personal leave, must be used concurrently with FMLA leave, unless prohibited by law.
- The use of paid leave does not extend the 12-week FMLA entitlement; it runs concurrently with the FMLA leave period.

Military Family Leave Entitlement

The National Defense Authorization Act of 2008 expanded the Family and Medical Leave Act (FMLA) to provide two distinct military leave entitlements to support eligible employees with family members in the military. These provisions aim to assist families in managing their work-life balance during military deployments and when caring for injured service members.

Qualifying Exigency Leave

Eligible employees who have a spouse, son, daughter, or parent on active duty or called to active status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to manage qualifying situations.

Qualifying situations may include:

- Attending certain military events and related activities.
- Arranging for alternative childcare or educational needs.
- Addressing certain financial and legal arrangements.
- Attending certain counseling sessions.
- Participating in post-deployment reintegration briefings.

Military Caregiver Leave

Eligible employees who are the spouse, parent, child, or next of kin of a covered service member with a serious injury or illness incurred in the line of duty on active duty may take up to 26 weeks of leave in a single 12-month period to care for the service member. Military Caregiver Leave is designed to address the care needs of the service members:

- A covered servicemember includes a current member of the Armed Forces, including the National Guard or Reserves, who meets the requirements of the FMLA, as well as a covered veteran who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness and who was a member of the Armed Forces at any time during the five-year period preceding the treatment, recuperation, or therapy.
- Eligibility and the definition of a serious injury or illness will be determined in accordance with the FMLA and applicable regulations.

Shared Leave Limitation

If spouses who are both eligible for FMLA leave are employed by the City, they are limited to a combined total of twelve (12) workweeks of FMLA leave during the applicable 12-month period when the leave is taken for the birth of a child and bonding with the newborn child, placement of a child for adoption or foster care and bonding with the newly placed child, or care of a parent with a serious health condition.

Spouses employed by the City are limited to a combined total of twenty-six (26) workweeks during the applicable single 12-month period when military caregiver leave is taken, including when military caregiver leave is combined with leave subject to the shared twelve-week limitation.

The shared-leave limitation does not reduce either spouse's separate FMLA entitlement for the employee's own serious health condition, care of a spouse or child with a serious health condition, or qualifying exigency leave.

Expiration of Leave

Entitlement to leave for the birth, adoption, or foster care placement of a child expires at the end of the 12-month period from the date of birth or placement. Additionally, all leave must conclude within this 12-month timeframe.

Employee Notice Requirements

Employees are required to provide both their Department Director and Human Resources with at least 30 days' advance notice when the need for leave is foreseeable. For medical leave requiring planned medical treatment for the employee or a family member, efforts should be made to schedule treatment so as not to unduly disrupt operations. If the need for leave is unforeseeable, employees must provide notice as soon as practicable under the circumstances, following the City's usual procedures for reporting unscheduled absences.

All Supervisors must immediately notify both their Department Director and Human Resources if they suspect an employee's absence may be related to an FMLA-covered reason.

Process and Medical Certification

The FMLA process involves an initial notice from the employer informing the employee of their rights and responsibilities, followed by a designation notice after any required medical certifications are received. These notices confirm whether the leave is approved and outline any further information needed to make a determination.

Designation of Leave

The responsibility to designate leave as FMLA rests with the City, not the employee. When FMLA leave is requested or identified by the City, employees will be promptly notified of their eligibility and the terms under which the leave is granted.

Use of Accrued Paid Leave

FMLA leave is generally unpaid, but employees are required to use accrued paid leave concurrently with FMLA leave, following the order of sick leave, vacation leave, and compensatory time. Workers' compensation leave will also run concurrently with FMLA when applicable.

Continuation of Benefits

During FMLA leave, the City continues to pay its share of health insurance premiums. Employees must continue to make their share of premium payments to maintain coverage. If an employee's premium payment is more than 30 days late, coverage may be canceled, but it will be reinstated upon the employee's return to work without any waiting period or additional qualifications.

Return from Leave

Employees are expected to return to work following the end of FMLA leave. Failure to return may require the employee to reimburse the City for the cost of health insurance premiums paid on their behalf during their leave.

Accrual of Benefits

Employees on unpaid FMLA leave do not accrue vacation or sick leave benefits during the period of leave.

Intermittent Leave/Reduced Work Schedule

Under specific circumstances, FMLA may be taken intermittently or on a reduced leave schedule. This includes leave for planned medical treatment, recovery, or providing care for an immediate family member with a serious health condition.

Birth/Child Placement

- Employees may take intermittent or reduced schedule leave after the birth or placement of a child for adoption or foster care only with approval from the City Manager or their designee.
- Approval is not required if the mother or newborn child has a serious health condition.

Medical Treatment and Recovery

- Leave may be taken intermittently or on a reduced schedule when medically necessary for:
- Treatment of a serious health condition.
- Recovery from a serious health condition or treatment.
- Providing physical or psychological care for an immediate family member with a serious health condition.

Temporary Job Assignment

- Employees on an intermittent or reduced work schedule may be temporarily assigned to an equivalent position with the same pay and benefits, provided it does not include duties restricted by a physician.
- Once the need for intermittent leave or a reduced schedule end, the employee will return to their original or equivalent position.

Return to Work

Employees who take leave under the Family and Medical Leave Act (FMLA) will be reinstated to the same position or an equivalent position with the same pay, benefits, and working conditions. However, returning employees do not have greater rights to reinstatement or benefits than they would have had if they had been continuously employed during the leave period.

Any employee taking FMLA due to their own serious health condition may be required to provide Fitness-for-Duty Certification

- Employees who take FMLA leave for their own serious health condition may be required to provide a fitness-for-duty certification from their healthcare provider before returning to work.
- This certification ensures the employee can perform the essential functions of their job.
- Failure to provide the required certification may result in disciplinary action, up to and including termination.

Exceptions for Intermittent Leave

Employees returning to full duty from intermittent leave are not required to submit a fitness-for-duty certification unless there are reasonable job safety concerns related to their ability to perform essential job functions safely.

Key Employees

- Employees designated as “key employees,” defined as those among the highest-paid 10% of the City’s workforce, are entitled to take FMLA leave.
- However, key employees may not be restored to their position if doing so would result in substantial and grievous economic injury to the City.
- Key employees will be notified of their status and potential limitations on job restoration at the time of their FMLA request or as soon as practicable thereafter.

Extended Medical Leave

The City may provide extended medical leave beyond the twelve (12) weeks of FMLA leave when approved or required by applicable law. FMLA protections and benefits do not automatically continue during extended leave. Employees on unpaid extended medical leave do not accrue vacation or sick leave.

Employees should notify Human Resources as soon as practicable when additional leave is needed because of a medical condition. A request for reasonable accommodation, including additional leave, may be made orally or in writing and does not require specific language or reference to the ADA.

Human Resources will evaluate requests individually and engage in the interactive process when required by the ADA, PWFA, or other applicable law. Additional leave may be provided as reasonable accommodation unless it imposes undue hardship or another lawful basis for denial exists.

Any discretionary extended leave requiring City Manager approval will be submitted through Human Resources.

Fraud

Any employee fraudulently obtaining or continuing FMLA may be subject to disciplinary action, up to and including termination.

Leave of Absence (LOA)

The City provides up to 90 calendar days of unpaid, job-protected leave per year for eligible employees who are unable to work due to their own serious health condition. LOA is typically unpaid, but any available paid leave must be used concurrently.

Eligibility

- Full-time employees are eligible for LOA from their first day of employment.
- The leave applies to employees with a serious health condition as defined by the FMLA Policy that prevents them from performing essential job functions.
- LOA is available to:
- Employees who do not qualify for FMLA (e.g., those with less than one year of service).
- Employees who have exhausted their FMLA leave, providing up to an additional 90 consecutive days of job protection.

Use of Paid Leave During LOA

Employees must use available paid leave in the following order when applicable:

1. **Sick Leave** – Used if the absence qualifies under the Sick Leave Policy.
2. **Vacation, Compensatory Time, Personal, and Floating** – Used if sick leave is exhausted or does not apply.
3. **Sick Leave Pool** – If eligible, employees may apply for leave from the Catastrophic Sick Leave Pool.
4. **Disability & Workers' Compensation** – Employees receiving workers' compensation or long-term disability benefits are not required to use accrued leave.

Intermittent Leave & Reduced Work Schedule

Employees may take LOA intermittently or on a reduced schedule when medically necessary for treatment, recovery, or care of a serious health condition, subject to:

- Prior approval from the Department Director.
- Reasonable scheduling of planned medical treatment to minimize workplace disruption.
- The City's right to temporarily transfer employees to an alternative position with equivalent pay and benefits.
- Minimum increments: Any partial-day leave will be counted as a full day toward the 90-day LOA limit.
- Exempt employees may have pay deducted for partial-day absences without affecting their FLSA-exempt status.

Employee Responsibilities

Employees must:

- Provide Notice:
- Foreseeable Leave – Submit a request at least 30 days in advance to the Department Director or Human Resources.
- Unforeseeable Leave – Notify as soon as practicable, following the department's call-in procedures.
- Submit Documentation:
- Provide medical certification within 15 days of request. Failure to comply may result in denied or delayed leave.
- Provide Periodic Updates:
- Regularly communicate with Human Resources and Supervisors about leave status and intent to return to work.

Medical Certification

Employees must provide medical documentation that includes:

- The reason for leave, expected duration, and, for intermittent leave, the treatment schedule.
- Recertifications: The City may request updated medical documentation every 30 days, unless circumstances change.
- Fitness-for-Duty: Employees must submit a medical certificate confirming their ability to perform essential job functions before returning from LOA.

Status & Benefits During LOA

- Employees on unpaid LOA will be placed in Benefits-Only Status, meaning they:
- Do not accrue vacation, sick leave, or holiday pay.
- Must pay their benefit premiums to the City to maintain coverage.
- Group Health Insurance: The City will continue paying its portion of group insurance, but the employee must pay their share. Failure to pay premiums may result in coverage suspension until payment is made or the employee returns to work.
- TMRS Retirement Contributions: Contributions cease if an employee is not receiving a paycheck but resume when the employee returns to a paid status.
- Holidays: If an employee is on LOA for a full workweek, any holiday within that week counts toward the 90-day LOA limit.

Job Restoration After LOA

- Employees will generally be restored to their original or equivalent position upon returning from LOA.
- Restoration may be delayed if the employee fails to provide the required fitness-for-duty certification.
- Reinstatement is not guaranteed if operational needs have changed during the leave period.

Other Employment Restrictions

Employees may not engage in outside employment while on LOA unless expressly authorized in writing by the Department Director, Human Resources Director, and City Manager.

Fraud & Misuse of LOA

Employees who fraudulently obtain LOA:

- Lose job protection and benefit coverage under this policy.
- May face disciplinary action, up to and including termination.

503 SPECIALIZED LEAVE

Mental Health Leave

In accordance with Texas Government Code § 614.015, the City provides paid mental health leave to peace officers and full-time telecommunicators who experience a qualifying traumatic event in the scope of employment. The City also extends paid mental health leave under this policy to other regular full-time employees as a City-provided benefit.

Eligible employees should notify Human Resources or their Department Director as soon as practicable. The City may document the request in writing for administrative purposes, but a written request is not a condition of eligibility when prohibited by applicable law.

Traumatic Event

A traumatic event is an extraordinary workplace incident causing significant emotional stress.

Examples include:

- Suicide
- Fatal accident
- Homicide
- Line of duty death
- Suicide of a department employee
- Use of force resulting in death or serious injury
- In-custody death
- Serious bodily injury or threat by another person
- Recovery efforts related to a natural disaster or terrorist attack

Mental Health Leave Benefits

While on mental health leave, employees:

- Receive regular pay
- Maintain health benefits for themselves and dependents
- Do not use vacation, sick leave, or compensatory time
- Remain subject to applicable rights and duties under City policies and laws

Duration & Documentation

Eligible employees may receive up to three (3) workdays of paid mental health leave per qualifying traumatic event, based on the employee's regular work schedule. Additional leave may be approved in accordance with City policy and applicable law. Supporting documentation from a physician, therapist, or counselor may be required when permitted by law.

Confidentiality

Requests for mental health leave will be handled confidentially to the extent permitted by law. Information regarding the employee's request or use of leave will be limited to Human Resources and other personnel with a legitimate business or legal need to know. Supervisors and Department Administration will receive only the information necessary to administer the employees' absence and operational needs.

Administrative Leave vs Mental Health Leave

Administrative leave following a critical incident is separate from mental health leave. Employees on administrative leave may request mental health leave once administrative or criminal investigations conclude. Mental health leave can also be requested independently of administrative leave.

Workers' Compensation

Mental health leave is separate from workers' compensation and does not trigger any reporting requirements for workers' compensation claims. Employees retain the right to file a claim if applicable.

Supervisor Responsibilities

Supervisors who observe behavioral changes in employees after a traumatic event should encourage them to seek mental health leave or professional assistance. Supervisors must monitor and support affected employees and notify the Department Director of any concerns.

Paid Parental Leave (PPL)

The City provides up to six (6) weeks of Paid Parental Leave (PPL) to eligible employees following the birth, adoption, or foster placement of a child. PPL is intended for bonding with a newborn, newly adopted, or newly placed child and runs concurrently with the Family and Medical Leave Act (FMLA), as applicable.

Employees must meet the following criteria:

- Employed with the City for at least 12 continuous months.
- Worked at least 1,250 hours in the 12 months preceding leave.
- Full-time, regular employee.

Additionally, employees must qualify under one of the following conditions:

- A new parent by birth or surrogacy.
- The spouse or partner of a woman who has given birth.
- An adoptive or foster parent (child aged 17 or younger).
- A prospective parent or spouse of a parent experiencing miscarriage, stillbirth, or a related medical condition.

PPL applies only to children newly added to the household through birth, surrogacy, adoption, or foster care. It does not cover children who have been in the household for over one year or stepchildren adopted by stepparents.

Leave Duration and Compensation

- Up to six (6) weeks of PPL per birth, adoption, or placement.
- Capped at six (6) weeks per event, regardless of multiple births or placements (e.g., twins, siblings).
- Maximum of six (6) weeks in a rolling 12-month period.
- Paid at 100% of the employee's regular bi-weekly salary.
- PPL must be used in one continuous block of time and initiated within three (3) months of the birth, adoption, or placement. Any unused leave is forfeited after this period.

Coordination with Other Policies

- PPL runs concurrently with FMLA, counting toward the 12-week FMLA entitlement.
- Once PPL is exhausted, remaining FMLA leave (if applicable) must be covered using accrued sick, vacation, or personal leave.
- After exhausting accrued leave, the employee will transition to benefit-only status.

Benefits During PPL

- Employees continue to accrue vacation and sick leave.
- The City maintains its share of group health insurance premiums; employee contributions are deducted as usual.
- Any City holidays during PPL are recorded as holiday pay but do not extend PPL entitlement.

Requesting Paid Parental Leave

- Submit a completed Leave Request Form to your Supervisor and Human Resources at least 30 days before the anticipated start of leave. If 30 days' notice is not possible, submit the request as soon as practical.
- Provide appropriate supporting documentation:
- Birth: Medical documentation completed by the health care provider.
- Adoption/Foster Care: Official documentation from the adoption agency or attorney.

Important Considerations

- Submitting false information to request PPL is grounds for disciplinary action, up to and including termination.
- The City reserves the right to interpret this policy and resolve any related issues.

Military Leave

The City provides up to 15 days of paid military leave per fiscal year for eligible employees serving in State or Federal uniformed services. This includes:

- Armed Forces
- United States Military Reserve
- National Guard
- Texas State Military Forces
- Commissioned Corps of the Public Health Service
- Any other category designated by the President during a time of war or national emergency

Eligible employees required to participate in annual training exercises or called to active duty will be granted a leave of absence for military duty in compliance with federal and state laws, including the Uniformed Services Employment and Reemployment Act (USERRA).

In addition to the paid military leave described above, an eligible employee called to state active duty by the Governor or other appropriate authority in response to a disaster is entitled to paid leave for each day of such duty, not to exceed seven (7) additional workdays per fiscal year, as provided by Texas Government Code § 437.202.

Professional Leave

Exempt employees are not eligible for overtime pay, regardless of the number of hours worked in each work week. However, the City recognizes that exempt employees may occasionally work beyond the City's core business hours or their expected schedules to fulfill job responsibilities. To acknowledge these additional efforts, Professional Leave may be granted at the discretion of the Department Director.

Guidelines for Professional Leave

- Professional Leave allows exempt employees to take time off during the City's core business hours without using accrued vacation time, provided their job duties are adequately performed.
- Up to one business day of Professional Leave may be granted during a work week to recognize significant additional hours worked, including nights or weekends.
- Professional Leave is not intended to be hour-for-hour compensation for extra time worked and is entirely at the discretion of the Department Director.
- Professional Leave cannot be accrued or carried over to future weeks.
- This policy does not create entitlement, and granting leave is based solely on the Department Director's judgment of the employees' contributions and circumstances.

Civic Duty

Jury Duty

- Employees called for jury service will be granted paid leave for the duration of their service.
- Employees may retain any fees paid by the courts for their service.
- If excused or released from jury service during working hours, employees must report back to their workstation unless instructed otherwise.
- A copy of the jury summons must be submitted to the employee's Supervisor and forwarded to payroll.

Witness Duty

- Employees subpoenaed to testify in a judicial proceeding where there is no personal benefit will be excused with pay.
- If the proceeding is for a personal matter or offers personal benefit, employees must use accrued vacation, compensatory time, or personal time off.

Voting Leave

- Employees eligible to vote in national, state, county, or municipal elections will be granted sufficient paid time off to vote if the polls close within two (2) hours of the employee's regular work hours.

Quarantine Leave

The City provides paid quarantine leave in accordance with Texas Local Government Code § 180.009 to eligible City employed, peace officers, detention officers, and emergency medical technicians who are ordered to quarantine or isolate due to a possible or known exposure to a communicable disease while on duty.

Eligibility and Duration

An eligible employee will receive paid quarantine leave when ordered to quarantine or isolate by the employee's Supervisor or the City's health authority because of a possible or known on-duty exposure to a communicable disease.

Paid quarantine leave will continue for the duration of the required quarantine or isolation. The employee may return to duty when the quarantine or isolation period has ended and applicable return-to-work requirements have been satisfied.

Compensation and Benefits

While on paid quarantine leave, an employee will continue to receive all employment benefits and compensation, including applicable leave accruals, pension benefits, and health plan benefits, for the duration of the leave. Quarantine leave will not reduce the employee's sick, vacation, holiday, or other paid balances.

Workers' Compensation

- Quarantine leave is separate from any rights or benefits that may be available under the Texas Workers' Compensation Act. Eligibility for quarantine leave is not conditioned upon filing or qualifying for a workers' compensation claim.

Reimbursement of Quarantine Expenses

The City will reimburse an eligible employee for reasonable quarantine related costs, including:

- Lodging,
- Medical expenses, and
- Transportation expenses.

Employees should obtain advance approval from Human Resources before incurring quarantine-related expenses when reasonably practicable

Employees must submit receipts or other reasonable documentation for reimbursement. Failure to obtain advance approval will not, by itself, preclude reimbursement of an expense the City is required by law to reimburse.

Administrative Leave

The City may grant administrative leave with or without pay at the discretion of the City Manager (or designee) when no other paid leave category is available or applicable.

Use of Administrative Leave

Administrative Leave With Pay may be designated by Department Directors in consultation with Human Resources for the following purposes:

- Pending a disciplinary decision.
- Awaiting drug/alcohol screening results.
- During an internal investigation.

Notification and Record-Keeping

Employees placed on administrative leave will receive written notice specifying the terms and duration of the leave. A copy of the notice will be forwarded to the Human Resources Department for record-keeping purposes.

504 CATASTROPHIC SICK LEAVE

The City provides a sick leave pool to assist employees and their immediate family members facing catastrophic illnesses or injuries that result in the exhaustion of all available sick, personal, floating, vacation, and compensatory leave.

Important Exclusions

Routine medical care, recovery, or elective procedures that do not meet the definition of a Catastrophic Illness or Injury are not eligible under this policy. Pregnancy, childbirth, and related medical conditions will be evaluated under the same eligibility criteria applicable to other medical conditions. A pregnancy-, childbirth-, or related medical condition that meets the definition of a Catastrophic Illness or Injury may qualify under this policy.

Definitions

- **Immediate Family Member**: The employee's spouse, child, or parent.
- **Catastrophic Illness or Injury**: A serious, debilitating medical condition that is terminal, life-threatening, or otherwise severe; lasts, or is expected to last, at least thirty (30) consecutive calendar days; and requires inpatient care, ongoing medical treatment, multiple treatments and recovery time, or an extended absence from work to care for the employee or an immediate family member.

Examples may include cancer, HIV/AIDS, heart attack, stroke, chronic obstructive pulmonary disease, chronic liver or kidney disease, or another severe medical condition supported by appropriate medical documentation.

Sick Leave Pool

The Sick Leave Pool consists of donated sick leave hours contributed by employees.

The Sick Leave Pool Committee administers the Sick Leave Pool. The Committee consists of the Director of Human Resources or designee, the affected employee's Department Director, and the City Manager. City Manager approval is required for all Sick Leave Pool awards and exceptions.

Human Resources will maintain medical documentation separately and confidentially. The Committee will receive only the information reasonably necessary to determine eligibility and administer the Pool.

Health Care Provider

For purposes of this policy, supporting medical documentation must be provided by a health care provider authorized to certify a serious health condition under applicable law.

Contributing to the Sick Leave Pool

Employees may donate sick or vacation leave to the Sick Leave Pool during the annual donation drive, held from September 1 through October 1, or at other times when Human Resources determines additional Pool hours are needed.

Participation in the annual donation drive is voluntary and is not required for eligibility to request Sick Leave Pool assistance.

An employee requesting Sick Leave Pool assistance must donate the equivalent of one regularly scheduled workday of accrued sick or vacation leave before receiving Pool hours. The required donation will be based on the employee's approved work schedule at the time of donation. Employees hired after the annual donation drive must make the required donation before receiving Pool hours.

An employee who experiences a catastrophic illness or injury and does not have sufficient accrued leave to make the required donation may submit a written exception request to Human Resources. Human Resources may recommend an exception when the illness or injury prevents the employee from making the donation or when strict application would be inequitable. All exceptions require prior approval by the City Manager.

Except as provided above, employees may donate up to one-fourth (25%) of their accrued sick or vacation leave balance at the time of donation. Employees who resign or retire may donate up to 120 hours of accrued sick or vacation leave. All donations are final and may not be designated for a specific individual.
.

Eligibility for Sick Leave Pool Benefits

To receive sick leave pool benefits, employees must:

- Meet the definition of Catastrophic Illness or Injury (for themselves or an immediate family member).
- Exhaust all accrued sick, personal, floating, vacation, and compensatory leave.
- Not be receiving Worker's Compensation benefits for an on-the-job injury.

Request and Approval Process

Employees (or their designee) must submit:

- Request:
- Requests should be made before exhausting all leave when practicable to allow for processing.
- If the employee cannot submit the request, a designee may do so.
- Medical Documentation:
- Certification from a health care provider outlining the condition and expected duration.
- Departmental Review:
- Human Resources will verify eligibility, available leave, leave usage, and required medical documentation.
- Human Resources will submit the request and necessary eligibility information to the Sick Leave Pool Committee for consideration.

Submission Process

- Requests must be submitted to Human Resources, which will distribute the information necessary for review.
- Employees must be on an approved leave of absence, when applicable. Sick Leave Pool eligibility is separate from eligibility for FMLA leave.

Review Timeline

- The Committee will approve or deny requests within three (3) weeks of receipt.
- Supervisors must forward requests to HR within one business day.

Limits and Frequency of Requests

- Employees may request four (4), eight (8) or twelve (12) weeks of leave per submission.
- Total leave granted cannot exceed:
    - 480 hours (12 weeks) per fiscal year for full-time employees.
    - 960 total hours (24 weeks) over the employee's career with the City.
- Retroactive requests will not be approved for unpaid absences prior to the pay period in which assistance is granted.

Scheduled Workday

For purposes of Sick Leave Pool donations and leave awards, one workday equals the number of hours in the employee's regularly scheduled workday at the time of the donation or award.

Policy Administration

Catastrophic Sick Leave Pool assistance may not exceed the employee's base pay for the applicable pay period. Employees using Sick Leave Pool hours will not accrue sick or vacation leave. Accruals will resume upon the employee's return to work; all other benefits will remain active in accordance with the applicable benefit plans and City policy. Sick Leave Pool hours are not considered hours worked for overtime purposes.

Approved Sick Leave Pool leave may continue into a subsequent fiscal year when medically necessary and approved by the Sick Leave Pool Committee; however, the employee remains subject to the applicable annual and career maximums.

Sick Leave Pool hours may not be cashed out. Unused approved hours will return to the Pool when the employee is medically released to return to work, separates from City employment, or dies.

An employee may be required to participate in a light-duty assignment when supported by a health care provider's release and consistent with the City's light-duty policy. The employee must provide the light-duty release to Human Resources within one (1) business day after receiving it.

All Sick Leave Pool payments are subject to applicable payroll deductions. Employees are responsible for any individual tax liability associated with benefits received from the Pool.

When an employee receives disability benefits, combined disability benefits and Sick Leave Pool payments may not exceed the employee's regular base pay for the applicable pay period. For example, an employee receiving disability benefits equal to sixty percent (60%) of regular base pay may receive Sick Leave Pool assistance equal to no more than the remaining forty percent (40%), subject to all other policy limits.

SECTION 6: BENEFITS

Employee benefits are provided at the discretion of City Council and are subject to the approved annual budget. Benefits are not a right, but a privilege and may be changed or suspended at any time.

601 HEALTH AND WELLNESS

Health Insurance

Regular, full-time employees are eligible to enroll in the City's group health plan, with coverage beginning on the date of employment. For more details on benefits available, employees should refer to the current City of Fulshear Benefits Guide or contact Human Resources.

Health Plan Changes

Changes to the group health plan can only be made under the following circumstances:

- During the annual open enrollment period.
- After a qualifying event (e.g., marriage, divorce, birth, adoption, or loss of other coverage).

Employees must notify Human Resources and submit any required documentation within the designated timeframe (typically 30 or 60 days, depending on the event) to process changes due to a qualifying event.

Premium Contributions

The City may periodically review the group health plan and may require employees to pay all or part of the premium costs. Any changes in employee contributions will be communicated in advance.

City's Rights to Modify or Discontinue

The City reserves the right to modify, amend, or discontinue the group health plans at any time, including changes to coverage, providers, or premium contributions, as necessary to align with organizational or financial needs.

Breastfeeding Support

The City supports employees' right to express breast milk and will provide reasonable accommodation, including:

- Reasonable break times for expressing breast milk, typically 20–30 minutes per session every 2–3 hours, or as needed, for up to one year following childbirth.
- A private, non-bathroom location that is shielded from view and free from distraction.

Employees needing accommodation must inform their Department Director and Human Resources to arrange suitable options.

Under Texas law, public employers are prohibited from suspending, terminating, or discriminating against employees for asserting their right to express breast milk at work.

Employee Assistance Program

The City offers a free Employee Assistance Program (EAP) to all employees, regardless of employment status. The EAP provides support for issues that may affect job performance, attendance, or morale. Services include assistance with personal, family, marriage, legal, financial, and substance related challenges. For more information, employees should contact the Human Resources Department.

602 FINANCIAL BENEFITS

Life Insurance

The City provides group term life, accidental death and dismemberment, and long-term disability insurance coverage for all regular full-time employees. Optional supplemental coverage for employees and their dependents is available by payroll deductions at reduced group rates. Detailed information concerning these benefits is contained in the City of Fulshear Benefits Guide.

Retirement and Deferred Compensation

The City is a member of the Texas Municipal Retirement System (TMRS), which provides retirement and disability benefits for employees of Texas municipalities. Participation in TMRS is mandatory for all full-time employees and part-time employees who are expected to work at least 1,000 hours in a calendar year, in accordance with system policies. Enrollment begins upon employment with the City.

Employees contribute 7% of their salary through payroll deductions into the retirement plan, with the City matching contributions at a 2:1 ratio.

Vesting & Retirement Eligibility

- Employees become vested after five (5) years of service, meaning they qualify for future retirement benefits upon reaching eligibility age.
- Employees may retire with full benefits at age 60 with five (5) years of service or at any age with 20 years of service.

Voluntary 457(b) Deferred Compensation Plan

Employees may also choose to enroll in a 457(b) deferred compensation plan, which allows for additional retirement savings. Contributions are made via payroll deduction and are subject to IRS contribution limits. This plan is employee-funded and offers tax-deferred savings opportunities.

Cafeteria Plan (IRS Section 125)

Each employee of the City can design an additional benefit program, meaning they can choose optional benefits that best accommodate their personal situation. Included in the cafeteria plan are major medical insurance plans and supplemental insurance policies, including accident, cancer, and life insurance and flexible spending account benefits. Such programs are available through payroll deductions with post- and pre-tax dollars.

603 WORK-LIFE BALANCE

Flexible Work Arrangements Policy

The City recognizes the importance of flexibility in work schedules to support employees' work-life balance while maintaining operational efficiency. Alternate work schedules and teleworking options may be available to regular full-time employees, subject to approval. These arrangements are considered on a case-by-case basis, depending on job responsibilities, departmental needs, and operational requirements.

Approval of an alternate work schedule requires a thorough review of factors such as job responsibilities, performance, and the ability to maintain productivity and team collaboration. Employees interested in requesting an alternate work schedule must submit a formal request to their Supervisor for initial review. If the Supervisor supports the request, it must then be forwarded to the City Manager for final approval. A Personnel Action Form (PAF) documenting the approved alternate work schedule must be completed and submitted in accordance with City procedures.

Eligibility & Approval

- Regular full-time employees are eligible.
- Approval is required from the Department Director and City Manager.
- Arrangements must not disrupt City operations or negatively impact team collaboration.

Alternate Work Schedules

Employees must maintain regular business hours unless pre-approved.

- Core business hours are 9:00 AM - 4:00 PM.

Alternate schedules may include:

- Compressed work schedules, such as four 10-hour days or a 9/80 schedule;
- Flexible work hours, with adjusted start and end times; and
- Hybrid work schedules, such as four days in the office and one day working remotely, when the position is eligible and operationally feasible.

A 9/80 schedule for a non-exempt employee may be implemented only after Human Resources and Payroll establish and document a fixed 168-hour FLSA workweek appropriate for that schedule.

Employees interested in an alternate schedule must submit an **Alternate Work Schedule Request Form** to their Supervisor for review.

Remote Work

Remote work is an approved work arrangement in which an employee performs some or all assigned job duties from a location other than their regular City worksite. Remote work may be occasional, regular, or part of a hybrid schedule that combines work at a City worksite and an approved remote location.

The City may approve remote work when it supports operational needs and does not negatively affect public service, department operations, teamwork, productivity, supervision, or accountability. Except when remote work is requested as a reasonable accommodation under applicable law, remote work is a discretionary work arrangement and is not an employee entitlement. A request for remote work, hybrid work, or a modified work schedule because of disability, pregnancy, childbirth, or a related medical condition will be evaluated under the City's applicable accommodation policies and applicable law rather than solely under the discretionary eligibility requirements of this Remote Work policy.

Eligibility and Operational Requirements

- Approval is based on the nature of the position, the employee's performance, operational; needs and the ability to maintain appropriate service, communication, supervision, and accountability.
- City departments must maintain normal operating hours and ensure continued accessibility to the public and stakeholders.
- Not all positions are suitable for remote work. The City may require on-site work based on operational, customer-service, Supervisory, equipment, confidentiality, or other business needs.

Authorization and Approval

- Before beginning a hybrid remote work arrangement, an employees must complete a **Alternate Work Schedule Request Form** and obtain all required approvals.
- Hybrid remote work arrangements require approval by the City Manager.
- Occasional remote work may be approved by the employee's Supervisor when operationally necessary.
- Remote work arrangements may be modified or revoked at any time by the Department Director or City Manager based on operational needs, changes in job duties, performance concerns, or misuse of the arrangement

Employee Responsibility

Employees approved for remote work must:

- Comply with all applicable City policies and procedures while performing their duties remotely.
- Maintain expected productivity, responsiveness, attendance, work quality, and communication.
- Be available during assigned work hours and attend required meetings, training, and on-site assignments.
- Maintain a professional, secure, and distraction-free work environment.
- Protect confidential City information, records, equipment, and systems.
- Accurately record work time, leave, meal periods, and overtime in accordance with City procedures. Non-exempt employees must obtain approval before working overtime.
- Promptly report any work-related injury or incident occurring while performing City duties remotely

Compliance and Review

Remote work does not change an employee's compensation, benefits, job duties, or performance expectations. Employees remain subject to the same standards of conduct, attendance, productivity, and accountability that apply when working at a City worksite.

Remote work arrangements will be reviewed periodically to ensure continued alignment with City operations and service needs. Failure to meet performance expectations, misuse of remote work privileges, or noncompliance with City policy may result in revocation of the arrangement and disciplinary action, up to and including termination.

Health and Wellness Programs

The City is dedicated to supporting the well-being of its employees by offering programs that promote physical health, mental wellness, and overall work-life balance. These initiatives are designed to provide employees with resources that encourage healthy living and contribute to a productive work environment.

Program Offerings

- **Access to City Gym**: Upon completion of a gym waiver, employees are provided with free access to the City gym, equipped with fitness equipment and resources to promote physical health. The gym is available during regular operating hours for use by all eligible employees.
- **Lunch and Learns:** Lunch and Learn sessions are offered to employees, providing opportunities to gain knowledge on topics related to health, wellness, and personal development. These sessions are offered monthly and are designed to be educational and engaging, fostering both physical and mental well-being.

- **Wellness Challenges:** The City organizes wellness challenges throughout the year to encourage healthy lifestyle choices. These challenges may include steps goals, hydration challenges, or mental wellness activities. Employees are encouraged to participate and track their progress, with rewards or recognition for those who complete the challenges.
- **Benefits and Wellness Committee:** The City's Benefits and Wellness Committee plays an active role in designing, promoting, and evaluating health and wellness initiatives. The committee meets regularly to gather feedback, explore new ideas, and make recommendations for program improvements. Employees are encouraged to participate in committee activities, suggest ideas, and share their wellness goals.

Employee Recognition and Rewards

The City is committed to fostering a culture of appreciation and excellence by recognizing employees for their hard work, dedication, and outstanding contributions. Through various recognition programs, the City aims to celebrate achievements, motivate employees, and create a positive work environment where everyone feels valued.

Employee of the Year

The Employee of the Year Award recognizes one employee annually who has demonstrated exceptional performance, dedication to the City's SPARK Values, and a positive impact on the City, their department, colleagues, and the community.

Eligible nominations submitted for Quarterly SPARK Awards during the calendar year will be considered for Employee of the Year. Selection is not limited to employees who received a Quarterly SPARK Award.

At the conclusion of the calendar year, Human Resources will compile eligible nominations and facilitate a Citywide employee vote. The results of the Citywide vote will be considered as part of the selection process. The Mayor will select the Employee of the Year from the eligible nominees, with input from Human Resources and City leadership as appropriate.

The recipient will receive a commemorative gift, one additional personal day, a designated parking space, recognition at the annual awards ceremony, and placement of their name on the City's Employee of the Year recognition plaque.

Quarterly SPARK Awards

Quarterly SPARK Awards recognize employees who demonstrate the City's SPARK Values in their daily work. Employees may be nominated by Supervisors or peers.

Nominations must be submitted to Human Resources by the end of each quarter: March 31, June 30, September 30, and December 31. Human Resources will coordinate the review and announcement of quarterly recipients.

Service Milestone Awards

Employees reaching significant service milestones, including five, 10, 15, 20, and additional five-year increments of continuous service, may be recognized for their commitment and contributions to the City. Recognition may include a personalized gift, plaque, public acknowledgment, or other City-approved recognition.

Tuition and Fees Reimbursement

Regular full-time employees are encouraged to further their education beyond certification and licensing courses. Employees who have completed a minimum of twelve (12) months of employment are eligible for tuition reimbursement subject to budget availability. The City will contribute to the costs of degree programs (through the master's level) if the degree is related to the employee's job duties, based on the following grade-based reimbursement schedule:

Grade Obtained	Percentage Of City Cost
A	**100%**
B	**90%**
C	**50% (0% for master level)**
D/F	**0%**

Pass/fail courses will be reimbursed at 50%. Reimbursement is limited to $3,000 per fiscal year and $12,000 maximum during the employees' career with the City.

Approval and Eligibility

The degree program must receive prior written approval from the employees' Department or Division Head to ensure it benefits the City. This approval must then be submitted to Human Resources. Reimbursement covers tuition and mandatory fees but excludes books.

Submission Timeline

Employees must submit their intention to request tuition assistance to Human Resources by March 31 of each calendar year to allow departments to budget effectively for the upcoming fiscal year.

Service Obligation

Employees who receive tuition reimbursement are required to fulfill a two-year service obligation from the date of the most recent reimbursement. If an employee leaves the City within two years of receiving reimbursement, they must repay the amount in full, and the City may deduct this sum from the employee's final paycheck. By accepting reimbursement, employees agree to this deduction.

Other Funding Sources

The City will not reimburse tuition paid by other sources, such as veteran's benefits, public safety discounts, Social Security benefits, grants, or scholarships. Additionally, the time spent on approved courses is not considered "on-duty" time, and travel, meals, or lodging expenses are not reimbursable.

Reimbursement Process

After completing the approved course, the employee must submit a request for reimbursement along with payment receipts and a copy of official grades within 30 calendar days of the last session date. Requests submitted after this 30-day period will not be eligible for reimbursement.

604 JOB RELATED BENEFITS

Uniforms

- **Peace Officers** - Uniforms and equipment for all uniformed peace officers shall be prescribed by the City Manager and the Chief of Police. The City shall purchase and furnish the original issue of uniforms and certain equipment for each law enforcement officer upon employment and shall provide replacements as deemed necessary.
- **Other City Employees** - If the Department Director or City Manager requires an employee to wear a uniform, the City shall provide a reasonable number of uniforms to the employee. The type, quantity, and standard of uniforms are prescribed by the City Manager and Department Director based on operational needs.

Employees are responsible for taking care of the uniforms. Employees shall report damaged uniforms to their Department Director for replacement. Excessive replacement costs may be incurred by the employee at the Department Director or City Manager's discretion.

Workers' Compensation and Salary Continuation

All City employees are covered by the City's Workers' Compensation Insurance Plan for injuries sustained while on duty. The City pays the cost of this insurance. Employees who suffer a job-related injury or illness may be eligible for medical and compensation benefits, by state law.

Employees must report all job-related injuries and illnesses, regardless of severity, immediately, and when practicable within 24 hours, to their Supervisor and Human Resources and must complete the City's required internal injury or incident report. The City's 24-hour internal reporting requirement is an administrative requirement and does not shorten or alter any notice or claim deadline established by Texas workers' compensation law.

If eligible, employees may receive temporary income benefits (TIBs) when a work-related injury or illness results in disability for more than seven days, in accordance with Texas workers' compensation law.

Reporting Injuries

If an employee is injured or believes they have a work-related illness, they must:

1. Stop working immediately and report the incident to their Supervisor.
2. Seek medical attention if necessary.
3. Report all injuries and illnesses, no matter how minor, to ensure eligibility for benefits.
4. Complete the City's required internal injury or incident report within 24 hours when practicable.

The Supervisor is responsible for reporting the injury to Human Resources, which manages all Workers' Compensation claims. Employees are encouraged to report injuries promptly so that the City can provide appropriate assistance and timely process the claim. Eligibility for workers' compensation benefits is determined under applicable Texas workers' compensation law.

Salary Continuation Payments

Eligible employees may receive salary continuation payments for up to 90 days following a work-related injury. These payments will be coordinated with applicable workers' compensation benefits and will not exceed their base salary.

Eligibility Requirements

- Full-time, regular employees with at least one year of service.
- Employees must provide appropriate medical documentation verifying their inability to work.
- Salary continuation is available only during active employment and stops upon retirement, resignation, or termination.

Salary Continuation Eligibility and Duration

- Maximum of 90 days from the date of injury.
- Employees receive up to 100% of their base salary for this period.
- Payments begin only after the City receives appropriate medical documentation supporting the employee's inability to work.

Procedure for Salary Continuation

1. Employees must immediately report any work-related injury or illness to their Supervisor and follow the required Workers' Compensation reporting process.
2. Workers' compensation income benefits will be determined and paid in accordance with applicable law.
3. The City will coordinate salary continuation with the City's workers' compensation administrator to prevent duplicate wage payments.

Retaining Salary Continuation

To retain salary continuation, injured employees must:

- Notify Human Resources of material changes in treatment, work status and restrictions.
- Submit medical documentation justifying missed work.
- Cooperate with reasonable requests necessary to administer salary continuation and the workers' compensation claim.

Suspension of Payments

Salary continuation is a City-provided benefit separate from statutory workers' compensation benefits and may be suspended or denied if employees fail to comply the requirements of this policy, including:

- Failing to comply with the City's internal reporting requirements without a reasonable basis.
- Failing to cooperate with the Workers' Compensation process, including providing necessary documentation, attending required medical evaluations.
- Refusing to return to work after being medically cleared to perform available work consistent with applicable restrictions.

Suspension or denial of the City's salary continuation benefit does not determine or affect an employee's eligibility for statutory workers' compensation benefits.

Appeals and Exceptions

If the injury is deemed not compensable or the employee does not qualify for salary continuation, any time lost will be charged against the applicable available leave balance or treated as leave without pay, as appropriate and consistent with applicable law.

SECTION 7: STANDARDS OF CONDUCT & EMPLOYEE DISCIPLINE

701 ETHICAL AND PROFESSIONAL STANDARDS

Ethical Standards

All employees are expected to maintain a high level of personal and professional conduct. As a public service organization, City employees are held to a high standard of ethical conduct. Employees must conduct themselves in a manner that ensures those high standards are met, avoiding even the appearance of impropriety.

Actions in violation of conduct standards are subject to progressive disciplinary action up to and including termination. Any act deemed egregious by the City may be cause for immediate termination. Consistent with public trust, City of Fulshear employees shall not:

- Use their official position to secure special privileges or exemptions, whether direct or indirect, for themselves or others.
- Disclose any confidential information gained by reason of the position of the employee concerning the property, operations, policies, or affairs of the City, or use confidential information to advance any personal interest, financial or otherwise, of such employee or others.
- Misappropriate City funds, property or assets, including theft and unauthorized use.
- Falsify documents, City records, or be untruthful in any official City matters.
- Provide false information and/or make false accusations. Employees who intentionally or knowingly make false accusations and/or provide false information concerning other individuals will be subject to disciplinary action up to and including termination.
- Participate in any improper secret agreement between two or more entities, to defraud or deprive others of their property or rightful share, or to otherwise indulge in a forbidden, illegal, or illegitimate activity, or engage in any other form of “Collusion”.
- Behave in a manner which causes discredit to the employee and/or places the City in disrepute. Commission and/or convictions, including deferred adjudication or deferred prosecution, of any crime other than minor traffic violations will be reviewed as a possible violation of this policy based on the nature of the offense and the relativity to the employee’s job responsibilities.

If an employee is involved in any of the acts listed above, on or off the job, they must report it to their Supervisor and/or the Human Resources department immediately. In addition, employees required to operate a City vehicle as part of their job must report all moving violations. See Vehicle Use Policy.

By no means is this list all-inclusive. Any conduct of an employee that disrupts the work environment or places personal interest of the employee above those of City or of the public may be treated as a violation of the public trust and is subject to corrective action.

Professional Conduct

The City strives to maintain and reinforce a professional and productive work environment free from discriminatory insult, intimidation, sexism, and other forms of harassment based on religion, color, national origin, age, sex, disability, or sexual orientation.

Harassment, including sexual harassment, constitutes a hostile work environment which is contrary to basic standards of conduct between individuals and is prohibited by Equal Employment Opportunity Commission and state regulations.

Sexual Harassment and Discrimination

It is the right of all employees to perform their jobs in an environment free from harassment, including innuendo, physical contact, verbal suggestiveness, or derogatory ethnic/racial/sexual remarks. The City will not tolerate conduct or material that is considered offensive to a reasonable person.

Definition of Sexual Harassment
Sexual Harassment means an unwelcome sexual advance, a request for a sexual favor, or any other verbal or physical conduct of a sexual nature if:

- Submission to the advance, request, or conduct is a made a term or condition of an individual's employment, either explicitly or implicitly, or
- Submission to or rejection of the advance, request, or conduct by an individual is used as the basis for a decision affecting the individual's employment, or
- The advance, request, or conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or
- The advance, request, or conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.

It is the City's policy to prohibit sexual harassment and discrimination in the workplace, and this policy covers, vendors, customers, others who enter our workplace as well as all employees.

Other Forms of Harassment

- **General Harassment and Violence**: The City prohibits conduct that is harassing, intimidating, humiliating, obscene, threatening, or violent.
- **Online Harassment**: The City prohibits sending harassing, intimidating, humiliating, obscene, threatening, or violent messages by any form of electronic communication, whether at work or outside of work.

Harassment by Elected Officials

The City of Fulshear is committed to providing a workplace free from harassment, regardless of the source, including harassment by elected officials such as the Mayor or members of City Council.

- Reports may be made to the Human Resources Director, City Manager, or directly to the City's legal counsel, if an employee is uncomfortable reporting internally.
- HR (or designee) will initiate an impartial investigation, engaging legal counsel or an independent investigator when necessary.
- HR and the City Manager will take reasonable steps to protect the reporting employee, such as adjusting assignments, schedules, or limiting contact with the official.
- City staff do not have authority to discipline elected officials. Substantiated findings will be referred to City Council and legal counsel for appropriate action, which may include censure, public reprimand, or removal from committee/liaison roles. Matters may also be referred to outside authorities such as the Texas Ethics Commission, Texas Rangers, or EEOC.

Complaint Procedures

The City is committed to maintaining a workplace free of discrimination and harassment. All employees are entitled to a respectable and inclusive work environment.

- **Employees**: Any employee who experiences, witnesses, or becomes aware of conduct that might be considered discrimination or harassment must immediately report it to their Supervisor or Human Resources.
- **Supervisors**: If a Supervisor is notified of a complaint, they must immediately report it to Human Resources.
- **Alternative Reporting**: If the alleged misconduct involves the employee's immediate Supervisor, the employee must report the behavior to another Supervisor, HR, or directly to the City Manager.

Investigation and Protection

All reports will be investigated promptly and impartially. The City will take appropriate action to maintain a safe and respectful workplace. Reasonable steps will be taken to protect employees during and after the investigation.

Retaliation Prohibited

Employees are encouraged to report concerns without fear. No employee will be retaliated against for reporting harassment or discrimination or for participating in an investigation. Retaliation is a separate violation of City policy and may result in disciplinary action for employees or referral to appropriate authorities for elected officials.

Whistleblower Act

It is the policy of the City to comply with the Texas Whistleblower Act. The Act states that "a state or local government entity may not suspend or terminate the employment of, or take other adverse personnel action against, a public employee who in good faith reports a violation of law by the employing governmental entity or another public employee to an appropriate law enforcement authority." (Texas Government Code Ann. 554.002, Vernon 1995).

Appeal and Complaint Procedure
Section 554.006 of the Texas Government Code states "A public employee must initiate action under the grievance or appeal procedures of the employing state or local government entity relating to suspension or termination of employment or adverse personnel action before suing under this chapter."

702 FRAUD AND FINANCIAL CONDUCT

Fraud

The City is committed to protecting its financial assets, property, and information from unauthorized access, alteration, destruction, misuse, or theft.

If an employee suspects fraudulent activity, the employee shall report the activity to their Department Director or the City Manager immediately but no later than twenty-four hours after becoming aware of such activity. The Department Director or City Manager shall investigate the activity and take any disciplinary measures, if any, as deemed appropriate, including reporting such findings to the appropriate law enforcement agency.

Purchasing Cards

The City's Purchasing Card Program is designed to help City staff make small-dollar retail and online purchases efficiently. The success of the program and its continued use depends on each cardholder's compliance and accountability.

To receive a purchasing card, employees must submit an application to the Purchasing Administrator and obtain written authorization from their Supervisor.

All purchasing card use must comply with this Employee Handbook, the City's Purchasing Policy, and applicable standard operating procedures. Misuse of the card may result in disciplinary action, up to and including revocation of the card and/or termination of employment.

703 WORKPLACE EXPECTATIONS

Workplace Standards

It is the duty of each employee to maintain high standards of productivity, cooperation, efficiency, and economy in their work for the City. Supervisors shall organize and direct the work of their departments to achieve these objectives. Employees are obliged to follow directions that are in line with these personnel policies, given by their Supervisors, to achieve departmental goals and objectives.

If work habits, behavior, production or personal conduct of an employee falls below appropriate standards, Supervisors must point out the deficiencies at the time they are observed. Counseling and warning the employee in sufficient time for improvement shall ordinarily precede formal action as provided elsewhere in these policies.

Attendance/Tardiness

Employees are required to be at their places of work, and performing their job functions, in accordance with work schedules established by their department, unless officially excused by the Supervisors. An employee who fails to report, is habitually tardy, leaves the workplace without proper authorization, abuses sick leave, or misuses leave may be subject to disciplinary action, up to and including termination.

Failure to Report

An employee who does not come to work and fails to notify the City of the reasons for the absence for three (3) consecutive scheduled working days or more will be presumed to have voluntarily resigned employment.

Personnel Appearance & Dress

The appearance and dress of employees significantly impacts the perception that the public, residents, and stakeholders – including Mayor, City Council and local businesses -- have of the City. Employees are expected to uphold minimum standards of business casual attire, grooming, and hygiene that are appropriate for their positions and job. This standard is essential to ensure the safety and professionalism of the public, themselves and fellow employees.

Minimum Standards For Appearance And Dress Generally Include:

- **Business Casual Clothing**: Clean, neat, and professional attire, such as slacks, khakis, skirts, blouses, button-down shirts, collared shirts, and appropriate shoes. Clothing that is excessively casual, torn, frayed, revealing or otherwise unsuitable for the workplace, including jeans with holes, T-shirts, leggings, or shorts or clothing with inappropriate, offensive, or unprofessional logos, messages, or branding—is not permitted unless approved for the employee's position, work assignment, or a designated casual-dress day.
- **Grooming**: Clothing must be in good repair, clean, and pressed. Avoid excessive wrinkles, stains, or tears.
- **Hygiene:** Employees must maintain personal hygiene including regular bathing, clean hair, and fresh breath. Hair and facial hair must be clean, neatly styled, and appropriately groomed to align with professional expectations, operational needs, and safety requirements.
- **Footwear**: Employees must wear clean, well-maintained shoes appropriate for their role. Flip-flops and excessively casual footwear such as athletic slides or house slippers are not permitted.
- **Accessories and Jewelry:** Accessories and jewelry must be worn in moderation and must not pose a safety hazard in the workplace.
- **Safety Considerations**: In certain roles, specific safety gear may be required. Employees must wear any required protective clothing or equipment as needed.
- **Themed Dress Code Days**: The City may sponsor themed dress days. Participation is encouraged, but attire must remain work-appropriate and professional.

The City recognizes that there may be exceptional circumstances, and exceptions to the dress code may be made to reasonably accommodate the religious practices of an employee or under the Americans with Disabilities Act (ADA).

704 WORKPLACE INTERACTIONS AND BOUNDARIES

Gift Acceptance

City employees may accept gifts only in compliance with federal and state laws, including Section 36.10 of the Texas Penal Code, and the provisions of this Handbook. These regulations are intended to prevent undue influence on public employees and ensure the integrity of their actions and decisions. Employees must act in a manner that upholds public trust and transparency while avoiding conflicts of interest.

Prohibited Conduct

Employees are prohibited from accepting gifts, favors, services, or promises of future employment that could influence or appear to influence the performance of their official duties. Employees may not use their position to gain special privileges or benefits for themselves or others.

Employees must avoid:

- Participating financially in any business enterprise that could influence their official decisions or judgments.
- Holding positions in any business or governmental unit that would conflict with the proper performance of their official duties or responsibilities.

Definition of a Benefit

A "benefit" is anything reasonably regarded as a financial gain or advantage, including benefits to others with whom the employee has a direct and substantial interest.

Permissible Exceptions (under Section 36.10, Texas Penal Code)

- Unsolicited items of nominal value (e.g., pens, calendars, small promotional items under $50).
- Gifts from family members or individuals with whom the employee has a close personal relationship, provided the gift is unrelated to City business.
- Discounts or benefits available to the general public.

Meals and beverages

- Employees may accept meals or beverages if they are modest in value, offered in a group setting, and clearly intended for informational, training, or ceremonial purposes, such as a working lunch or community event.
- Employees may not accept frequent or lavish meals, or meals offered under circumstances that could create an appearance of impropriety or influence.

Criminal Offense

Under Texas Penal Code §36.08, it is a crime for a public employee to solicit, accept, or agree to accept any benefit in exchange for a decision, recommendation, or other exercise of discretion. Violations may result in disciplinary action, legal consequences, and criminal penalties.

Gift Acceptance and Management

The City Manager and Department Directors may:

- Accept gifts on behalf of the City for general employee consumption or other purposes.
- Donate gifts to appropriate organizations.
- Issue acknowledgments for gifts on behalf of the City.

Employees, unsure about whether a gift is permissible must seek guidance from their Supervisor or the City Manager before accepting it. Maintaining compliance with these regulations ensures ethical governance, transparency, and accountability in all City operations.

Solicitation

Solicitations, including personal e-mail addresses, are not permitted by employees for personal profit during working time or at any time in working areas. An employee may not engage in solicitation of other employees while they are on duty.

- Solicitation of funds of any kind or for any purpose is prohibited by City employees on the job without the express approval of the City Manager.
- Solicitation and distribution of literature will be limited to City endorsed functions or activities. Literature for City sponsored activities should be posted in designated areas.
- Distribution of literature is not permitted for personal profit during working time or at any time in working areas. Benefits for registered non-profits may be given limited opportunities for solicitation by the City Manager.

Political Activity

City employees must adhere to the following guidelines regarding political activity to maintain neutrality and uphold public trust:

<u>Prohibited Activities During Work or on City Property</u>

Employees may not endorse or support political candidates or measures while:

- On duty.
- Wearing a City uniform.
- Using a City vehicle.
- On City property (except at a polling place while off duty and not in uniform).

Employees may not wear or display campaign materials or circulate petitions under the same conditions.

Use of City Resources

- Employees are prohibited from using City equipment, facilities, or property for political purposes.

Signing Petitions

- Employees may sign petitions for City Council candidates as private individuals, but may not circulate them while on duty, in uniform, or on City property.

Compliance with City Charter:

- All employees must comply with the City Charter. In the event of a conflict, the City Charter takes precedence**.**

City-Sponsored Social Media

The City encourages the use of social media to promote its goals and mission, but only City-sponsored social media sites approved by the City Manager are permitted.

- The City Manager will designate an administrator for each approved City-sponsored social media site.
- Employees must not create or imply City sponsorship of any unauthorized social media site.
- Violations may result in disciplinary action, up to and including termination.

Guidelines for City-Sponsored Social Media

Employees posting on behalf of the City must:

- Use their real name and job title unless posting as an official City page administrator.
- Maintain professionalism, use proper grammar, and communicate clearly.
- Post only within their area of expertise and ensure accuracy.
- Respond to comments promptly when appropriate.
- Understand that posts are public, permanent, and widely accessible.
- Never discuss legal matters, disclose confidential information, or violate privacy laws. Requests for records must follow Public Information Act procedures.
- Avoid personal opinions on government policies, political issues, or religion.
- Refrain from personal social media use during work hours. All content posted using City equipment or networks is not private and may be monitored.
- Do not delete comments or block users for expressing opinions. However, comments that contain threats, obscenity, or violate policy may be removed.
- Clearly display the following disclaimers on City-sponsored social media sites:
- Posts are subject to public disclosure.
- Views expressed do not necessarily reflect the City's position.
- This page is not monitored 24/7. In emergencies, call 911.
- The City reserves the right to terminate any social media account at any time.

Work Hours & Overtime for Administrators

- Non-exempt employees must only manage social media during regular work hours unless pre-approved by a Supervisor.
- Any overtime must be pre-approved and will be monitored for excessive use.

Personal Social Media Usage

Employees have the right to personal social media use but must ensure their online activity does not:

- Interfere with job duties or workplace performance.
- Violate City policies on harassment, discrimination, or confidentiality.
- Harm the City's reputation or disrupt workplace operations.

Personal Social Media Guidelines

- Do not post discriminatory, defamatory, or harassing content that could create a hostile work environment.
- Be respectful toward fellow employees, residents, vendors, and City officials.
- Do not post false, misleading, or confidential information about the City or its employees.
- Do not use City email addresses to register personal social media accounts.
- Do not engage in social media activities during work hours unless authorized.

Work-Related Complaints & Grievances

- Employees should address work-related concerns through appropriate internal channels, not social media.
- Publicly attacking Supervisors, co-workers, or the City may result in disciplinary action.

Public Comment & Legal Responsibilities

- Employees may comment on matters of public concern, but not all grievances qualify as such.
- Before posting, consider whether the statement disrupts City operations or workplace relationships.
- Employees must preserve and archive any City-related social media content in compliance with Texas public information and records retention laws. Altering, deleting, or failing to retain such records may result in criminal penalties and disciplinary action, up to and including termination.

Outside Employment

- Employees may engage in outside employment only with prior written approval from their Department Director. Such employment must not:
- Conflict with the employee's City responsibilities, or
- Negatively impact job performance.
- The City is considered the primary employer for all full-time employees. This does not apply to part-time, temporary, or seasonal staff.

Restrictions

Employees may not engage in outside employment while on any of the following types of leave, unless specifically authorized in writing by the City Manager or their designee:

- Family and Medical Leave (FMLA)
- Sick Leave
- Paid Parental Leave
- Disability Leave
- Workers' Compensation
- Administrative Leave
- Unpaid Leave
- Light Duty

Additionally

- Employees may not use City resources, including vehicles, fuel, equipment, uniforms, or other City property—for outside employment or personal activities (including volunteer or religious work) unless explicitly authorized in writing by their Department Director or the City Manager.
- Employees are prohibited from performing outside employment while wearing City-issued apparel or while on City-paid time.

Workers' Compensation

The City's workers' compensation coverage does not apply to any injury, illness, or condition sustained during outside employment. This includes:

- Any time outside regularly scheduled City work hours
- Any use of City equipment or property
- Any activity while wearing City apparel or representing the City in an unofficial capacity

705 EMPLOYEE DISCIPLINE AND CORRECTIVE ACTION

The City may take disciplinary action in response to violations of this Handbook, departmental SOP's, City rules, ordinances, or applicable laws. While disciplinary actions may follow a progressive approach to address issues early, progressive discipline is not mandatory, and the City reserves the right to determine the appropriate level of action based on the circumstances.

The progressive discipline process is designed to promote improvement and accountability while upholding the At-Will nature of employment.

Progressive Discipline Process

The City's corrective action process is designed to address unsatisfactory employee conduct or performance in a fair, consistent, and timely manner. This process applies to all employees whose behavior or performance does not meet departmental or City expectations.

Approach to Corrective Action

- Many issues can be resolved through discussions or coaching. However, certain incidents may warrant formal corrective action after a single occurrence.
- The level of formal corrective action depends on the seriousness of the incident and the employee's performance history.
- Supervisors must consult with their Human Resources Representative before initiating formal corrective actions to ensure alignment with the guidelines outlined in this Handbook.

Coaching for Performance and Conduct Improvement

The City emphasizes Coaching as a proactive method to address and resolve most performance and conduct issues. It is often sufficient to correct concerns before they escalate to formal corrective action that would be documented in the employee's personnel file.

Documentation Requirements:

- Supervisors must promptly document Coaching discussions.
- While documentation is required for reference, it remains informal and does not need to be filed with Human Resources unless the situation progresses to formal corrective action.

Performance Improvement Plan (PIP)

As part of Coaching, a Performance Improvement Plan (PIP) may be implemented to address ongoing performance issues or areas of concern.

The PIP includes:

- Specific goals and objectives.
- Measurable outcomes.
- A defined timeline for improvement.

Supervisors will provide regular feedback during the PIP period, and successful completion of the PIP may conclude corrective action. However, failure to meet PIP objectives may result in escalation to formal corrective action, including Written or Final Warnings, or termination.

Formal Corrective Actions

The City expects Coaching to resolve most performance and conduct issues. Coaching and verbal warnings may be documented on the Employee Corrective Action Notice form.

If coaching or verbal warning does not resolve the concern, if an employee repeats previously addressed concerns or new issues arise, the Supervisor may issue a Written Warning using the same form. For serious misconduct, the City may proceed to a Written Warning or a higher level of corrective action without prior coaching or a verbal warning.

Levels of Formal Corrective Action:

1. Written Warning
2. Final Written Warning
3. Suspension from Work
4. Termination

Corrective Action may start at any level, including termination, based on the severity of the issue. However, most situations will begin at the lowest appropriate level unless the violation is extreme.

Key Guidelines for Formal Corrective Actions

- Written Warnings remain active for up to six months from the date issued.
- Final Written Warnings remain active for 12 months from the date issued.
- Employees under active corrective action are ineligible for voluntary transfer or promotion during this period.
- Employees who leave the City with active or pending corrective action are ineligible for rehire and will be notified in writing of their status and the process for reconsideration.

Written Warning

A Written Warning formally notifies the employee of specific issues that require immediate and sustained correction.

Issuing a Written Warning

The Employee Corrective Action Form is completed by the Supervisor and HR, detailing the specific violations, their impact on the workplace, and any prior discussions, if applicable. A Performance Improvement Plan (PIP) may accompany the Written Warning to provide a structured framework for improvement.

Final Written Warning

The Final Written Warning process follows the same steps as a Written Warning but may include additional disciplinary actions. With approval from the Human Resources Director, the Supervisor may implement one or more sanctions alongside the Final Written Warning to address performance or conduct concerns.

Suspension Without Pay

- Any suspension without pay must be approved by the Human Resources Director and City Manager.

Work Condition Modifications/Adjustments may include:

- Restricting or modifying the employee's workplace activities.
- Limiting decision-making authority.
- Imposing specific requirements or restrictions on professional development.
- Applying leave usage restrictions.

Job Assignment Changes

- Depending on the situation, reassignment or position changes may be necessary, such as:
- Corrective Action Reassignment: Retaining the same pay within the current department.
- Corrective Action Transfer: Moving to a different department while retaining the same pay.
- Demotion: Reassigning the employee to a different position with a lower pay grade, which may include a department reassignment.

Grounds for Termination

Termination may result from serious or repeated infractions, including but not limited to the examples listed below. Additionally, other instances of misconduct, policy violations, or performance issues may lead to disciplinary action, up to and including termination, depending on the nature and severity of the offense.

Workplace Conduct & Professionalism

- Violence or Threats – Engaging in workplace violence or making threats of violence.
- Harassment, Discrimination, or Retaliation – Engaging in conduct prohibited by the City's anti-discrimination, harassment, or retaliation policies.
- Insubordination – Refusing a lawful and reasonable Supervisory directive or willfully disregarding authority.
- Workplace Misconduct – Engaging in bullying, intimidation, or other inappropriate conduct that disrupts the workplace.
- Policy Violations – Serious or repeated violations of City policies, procedures, or directives.

Safety & Security

- Weapons Violations – Possessing or using a weapon in violation of City policy or applicable law.
- Drug or Alcohol Violations – Violating the City's Drug- and Alcohol-Free Workplace policy.
- Safety Violations – Disregarding established safety requirements or creating an unreasonable risk of harm.
- Misuse of City Property – Using City vehicles, fuel, equipment, or other property for unauthorized purposes or personal gain.

Ethical & Legal Conduct

- Theft or Falsification – Stealing property or intentionally falsifying time, employment, operational, or other City records.
- Fraud or Embezzlement – Misappropriating City funds or engaging in fraudulent or deceptive financial activity.
- Breach of Confidentiality – Improperly accessing, using, or disclosing confidential or legally protected information.
- Public Records Violations – Improperly deleting, altering, concealing, or failing to preserve City records as required by law or City policy.
- Conflict of Interest – Engaging in activities that create an actual or prohibited conflict with City duties or interests.
- Misuse of Funds – Using City funds, accounts, purchasing authority, or financial resources for unauthorized purposes.
- Failure to Report Required Criminal Matters – Failing to timely report a criminal conviction or other criminal matter when required by City policy.

Performance & Job Requirements

- Loss of Required License or Credential – Failing to maintain a license, certification, or credential required for the position.
- Failure to Correct Performance or Conduct – Failing to demonstrate required improvement following coaching or corrective action.
- Improper Use of Technology – Misusing City technology, accessing prohibited content, or violating information-security requirements.
- Unauthorized Outside Employment – Engaging in outside employment in violation of City policy, including misuse of City time or resources.

Attendance & Leave

- Attendance or Tardiness – Repeated unexcused or unauthorized absences or tardiness that affect job performance or City operations.
- Leave Misuse – Misrepresenting the need for leave, using leave for an unauthorized purpose, or failing to follow applicable leave procedures.
- No Call/No Show – Failing to report to work or provide required notice for three consecutive scheduled workdays without approved leave or other authorized absence.

Termination Process

The City follows a structured process for employee terminations to ensure fairness, consistency, and compliance with applicable laws and policies.

Investigation and Review

- Supervisors must promptly investigate alleged misconduct, performance issues, or policy violations in coordination with Human Resources.
- Investigations must be documented, including relevant facts, witness statements (if applicable), and corrective actions taken.

Pre-Disciplinary Meeting

- Employees will receive written notice of the concerns and have the opportunity to respond during a meeting with their Supervisor and Human Resources.
- Employees may provide evidence or mitigating information.

Final Decision

- After reviewing all information, the Human Resources Director will recommend a course of action to the City Manager.
- The City Manager will make the final determination regarding termination.

Notification and Exit

- Employees will receive written notice of termination with the effective date and reason(s).
- Human Resources will coordinate final pay, benefits information, collection of City property, and discuss rehire eligibility.

706 GRIEVANCE POLICY

Employees may file a grievance related to working conditions, disciplinary actions, or the interpretation or application of policies in this Handbook or departmental rules, following these steps:

Step 1: Supervisor Discussion

- Employees must verbally discuss the issue with their immediate Supervisor within five (5) business days of becoming aware of the matter.
- If the immediate Supervisor is unable to resolve the issue or if the grievance involves the Supervisor, the employee may escalate the discussion to the next-level Supervisor (if applicable).
- If unresolved after discussing with the appropriate Supervisory level, the employee may proceed to Step 2.

Step 2: Department Director Review

Employees may submit a written grievance to their Department Director within five (5) business days of completing Step 1.

The Department Director will:

- Meet with the employee and other relevant parties to address the grievance.
- Allow the employee to bring one other employee to the meeting if desired.
- Provide a written response within ten (10) business days of the meeting, offering either a resolution or an explanation if the grievance is unsubstantiated.

Step 3: City Manager Appeal

If dissatisfied with the Department Director's response, the employee may file a written appeal to the City Manager within five (5) business days of receiving the response.

The City Manager will:

- Review and investigate the grievance.
- Respond in writing within ten (10) business days, either offering a resolution or stating that the grievance is unsubstantiated.
- Issue a final decision, which is not subject to further appeal.

Failure by the employee to timely appeal shall cause the grievance to be settled based on the last decision rendered.

Special Cases

- If the grievance involves the Department Director, the employee should direct the grievance to the Assistant City Manager, who will follow the same process.
- If the grievance involves the City Manager, the grievance will be submitted to Human Resources for referral and handling in accordance with the City Charter and other applicable City policies.
- Grievances that constitute a complaint against a peace officer subject to Texas Government Code Chapter 614 will be handled in accordance with applicable law and City policy.

Important Notes

- Employees cannot appeal decisions on reclassifications, transfers, or terminations through this grievance procedure.
- Nothing in this policy limits any complaint, appeal, hearing, or other process required by applicable law, the City Charter, or another City policy.
- Timely filing and response are critical for all steps.

SECTION 8: EMPLOYEE COMMUNICATIONS

801 MEDIA CONTACTS

The Public Information Officer (PIO) is the primary media contact. In emergencies or urgent situations, the Police Chief may communicate with the media. Employees are not authorized to speak to the media on behalf of the City unless directed by the City Manager. If approached by the media, employees should refer the inquiry to the PIO and inform the media that they cannot respond on behalf of the City. Employees must report any media inquiry and their response to the PIO within 24 hours.

802 PUBLIC COMMUNICATION

The City encourages positive communication and ensures the exchange of accurate, timely information among City officials, employees, citizens, the media and others interested in City matters. Any communication related to the City shall be managed and stored in compliance with the Public Information Act. Employees should be aware that communications, including text messages on personal cell phones used for City business, are subject to the Texas Public Information Act. The City discourages using personal cellphones for official communication and encourages the use of City equipment for City-related matters. Any news release or social media communication on behalf of the City must be approved by the City Manager or their designated authority before release.

803 TECHNOLOGY USE ON CITY EQUIPMENT

Acceptable Use

City technology systems are provided to facilitate official business operations and must be used with professionalism, discretion, and awareness of legal and ethical responsibilities. Communications and data created, received, or maintained for City business may be City records and may be subject to the Texas Public Information Act and applicable records-retention requirements. Minimal personal use is permitted but must not interfere with productivity, violate policies, or conflict with the City's mission, vision, or values.

Guidelines for Use

Prohibited Content: Devices must not be used to transmit, retrieve, or store inappropriate content, including defamatory, discriminatory, harassing, pornographic, or otherwise offensive materials.

Unacceptable Activities: Unauthorized activities such as playing games, engaging in illegal activities (e.g., hacking or piracy), or any actions that undermine the City's reputation are strictly prohibited.

Copyrighted Materials: Copying, retrieving, or forwarding copyrighted materials without proper authorization is prohibited, except for single reference use.

Security and Privacy: Users must have no expectation of privacy when using City technology. Login credentials must not be shared, and users must follow established protocols to protect systems from unauthorized access and malicious software. Suspicious emails or content must be reported to the IT Department.

Prohibited Technologies: Employees must comply with Section 804 – Prohibited Technology and Covered Applications.

Artificial Intelligence and Automated Tools: Employees may use artificial intelligence, generative AI, or other automated tools for City business only when the tool, intended use, and data handling are approved by the Information Technology Department and consistent with City policy. Employees may not enter confidential, restricted, legally protected, or nonpublic City information into public, personal, free, trial, or unapproved AI tools. This includes employee, applicant, medical, payroll, investigative, law-enforcement, CJIS, financial, security, and other sensitive City information.

AI-generated content must be reviewed, verified, and edited by the responsible employee before it is used, shared, published, filed, or relied upon as City work. AI may assist employees but does not replace employee judgment, Supervisory review, legal review, or final City accountability.

AI or automated tools may not be the sole basis for a decision involving hiring, promotion, compensation, discipline, termination, performance evaluation, scheduling, leave, eligibility for City services, law-enforcement actions, or another high-impact decision. A qualified City representative must independently review the relevant information and make the final decision.

Suspected inaccurate, biased, discriminatory, unauthorized, insecure, or improper AI use must be reported promptly to Information Technology and the employee's Supervisor.

Data Storage and Retention: All work-related data must be stored on designated City systems, such as departmental drives or approved cloud services. Local computer drives are not backed up and must not be used for critical data.

Technology Purchases: All technology purchases or upgrades must be approved and coordinated through the IT Department to ensure compatibility, minimize risks, and manage costs effectively.

Incident Reporting: Security breaches, unauthorized access, or theft of devices must be reported immediately to the IT Department and the employee's Supervisor.

Remote Access: Employees accessing City systems remotely must use City-managed devices and secure internet connections. Remote access credentials must not be shared, and unauthorized devices are prohibited.

Business Records: Emails and other electronic communications created, transmitted, received, or maintained in connection with the transaction of official City business are public information and may be subject to disclosure under the Texas Public Information Act and applicable records-retention requirements, regardless of the device or account used.

Portable Devices: City-issued portable devices must be secured with proper safeguards, including passwords and theft deterrent measures, and should not be left unattended.

For detailed responsibilities and additional guidelines, employees should refer to the City of Fulshear's Technology Resource Use Policy, including the Artificial Intelligence and Generative AI Use Policy.

Additional technology-related standard operating procedures, security requirements, and administrative rules may be established, implemented, and updated by the City Manager's Office in coordination with the Information Technology Department. Employees are required to comply with these requirements as communicated by the City.

804 PROHIBITED TECHNOLOGY AND COVERED APPLICATIONS

Purpose and Applicability

The City prohibits the installation or use of covered applications and prohibited technologies on City-owned or City-leased devices as required by applicable law and City information-security requirements.

This policy applies to employees, officials, contractors, interns, volunteers, and other individuals who use City devices, access City networks or systems, or use personal devices to conduct City business, as applicable.

Covered Applications and Prohibited Technology

A covered application includes TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited, and any social media application or service designated by the Governor of Texas pursuant to applicable law.

Prohibited technology includes applications, software, hardware, equipment, or other technology prohibited by applicable law, gubernatorial directive, the Texas Department of Information Resources (DIR), or the City based on identified information-security risks.

City-Owned or City-Leased Devices

Except as authorized by law, covered applications and prohibited technologies may not be installed, accessed, or used on City-owned or City-leased devices. The City may implement appropriate technical and administrative controls to prevent or remove prohibited technology and protect City systems and information.

Personal Devices Used for City Business

Personal devices used to conduct City business must comply with applicable law and City information-security requirements. Employees may be required to remove covered applications or prohibited technology when necessary to use a personal device for City business. An employee who does not comply may not use the device to access City systems, networks, information, or conduct City business.

Exceptions

Exceptions may be authorized only as permitted by applicable law, including when necessary for law enforcement or information-security purposes. Any exception must be documented and include appropriate measures to mitigate security risks.

Compliance and Administration

The Information Technology Department will administer this policy and may monitor compliance, implement appropriate security controls, and update prohibited technologies as necessary to comply with applicable requirements and protect City information and technology resources.

Employees must comply with this policy and related City information-security requirements and should contact Information Technology for assistance or to report prohibited technology.

Violations may result in corrective action, up to and including separation from employment, consistent with City policy and applicable law.

805 PRIVACY EXPECTATIONS

All City-supplied technology and City-related work records are the property of the City, not the employee. The City reserves the right to monitor the use of City-provided tools - including computers, email, mobile devices, internet access, and GPS tracking systems installed in City vehicles - to ensure compliance with policies and safeguard City interests.

Employees have no expectation of privacy in their use of City-owned equipment or in any City-related communications or activities conducted using City resources. All communications, including emails and messages, must be kept in accordance with the City's document retention policy.

Important Notice for All Officials And Employees
In accordance with Senate Bill 944 of the Texas Public Information Act:

- All texts, emails, messages, or other forms of electronic communication created or received by an employee on personal devices (cell phone, tablet, computer, etc.) are considered public information if they are made in an official capacity or relate to City business.
- Public information on personal devices is owned by the City. Employees are considered temporary custodians of this information and have no ownership rights.
- Employees must protect and maintain such information by backing it up or archiving it on their personal devices and must provide it to the City within 10 days of a request to comply with a public information request.

806 RECORDING

The City shall comply with all laws and regulations regarding the monitoring and recording of employees. Employees do not have a reasonable expectation of privacy in their use of any City-issued equipment or property. The City reserves the right to monitor and record employee use of any City equipment or property to ensure compliance with policies, protect City interests, and maintain operational efficiency.

807 TEXAS PUBLIC INFORMATION ACT

Under the Texas Public Information Act, many documents and information collected by the City is subject to public disclosure upon written request. However, employees have the right to restrict public access to certain personal information in their personnel files, including home address, home telephone number, emergency contact information, social security number, and information revealing family members. Additionally, peace officers may restrict public access to their date of birth.

New employees must indicate, in writing, within 14 days of their employment whether they wish this information to be available upon public disclosure or kept confidential. This selection is made during onboarding with Human Resources.

Employees are required to comply with the Texas Public Information Act and the Texas State Records Retention Schedule concerning the release and retention of all records, regardless of format.

SECTION 9: SAFETY & HEALTH

901 FIREARMS

Under Section 46.03 of the Texas Penal Code, firearms and other weapons are prohibited in certain municipal locations, even for individuals licensed to carry. Employees must comply with these legal restrictions while on City property.

Prohibited Locations on City Property

Firearms and other prohibited weapons may not be carried in the following municipal locations:

- **City Hall & Government Meetings**: Weapons are not allowed in rooms where official City Council meetings, board meetings, or other government proceedings take place, provided proper notice is posted.
- **Municipal Courthouses & Court Offices**: Firearms are strictly prohibited in any municipal courtroom or office used by the municipal judicial system.
- **Polling Places** (When Used for Elections): Any municipal building being used as an official polling location for early voting or on election day.
- **Public Parks & Recreational Areas** (Where Prohibited by Law): While Texas law allows licensed individuals to carry in most public spaces, certain sporting venues, government-owned facilities hosting sporting events may prohibit firearms.

Additional Considerations for City Employees

- Employees, except for those authorized by policy (e.g., law enforcement personnel), may not carry firearms while on duty or on City property.
- Employees may store firearms in their personal vehicles while parked on City premises, provided the firearm is legally owned, secured, and not visible.
- The City is responsible for posting required signage (e.g., 30.06 or 30.07 signs) where firearm restrictions apply.

902 DRUG AND ALCOHOL-FREE WORKPLACE

In compliance with the Drug-Free Workplace Act of 1988, the City is committed to providing a safe and productive work environment, ensuring the well-being and safety of both employees and citizens, and protecting the integrity of City operations.

The use, possession, distribution, or sale of illegal drugs, alcohol, or any substances that impair an employee's ability to perform their job safely and effectively is strictly prohibited.

Employees may not be under the influence of illegal drugs, alcohol, or any impairing substances while on duty or acting on behalf of the City. This prohibition applies when employees are:

- Wearing a City uniform
- Driving a City vehicle
- Present on City premises
- Conducting City business, on or off-site

The manufacture, distribution, dispensation, possession, sale, or use of illegal drugs or intoxicants is strictly prohibited at all times, both on and off duty.

Drug and Alcohol Testing

Employees may be required to submit to drug and alcohol testing under the following circumstances. For employees subject to DOT and FMCSA regulations, including CDL-covered employees, applicable federal testing requirements control when they differ from this policy.

Reasonable Suspicion Testing

- When a trained Supervisor has a reasonable suspicion that an employee is under the influence of drugs or alcohol while on duty.

Post-Accident Testing

- Following an accident involving a City vehicle, another vehicle while conducting City business, City property, or an employee injury, when testing is required by law, City policy, or the circumstances of the incident.
- For CDL-covered employees, post-accident testing will be conducted only as required by applicable DOT and FMCSA regulations.

Workers' Compensation Injury Testing

- Following a work-related injury that qualifies for a workers' compensation claim, when permitted by law and required by City policy or the City's workers' compensation program.

Pre-Employment or Transfer to a Safety-Sensitive Position

- Applicants and employees who are hired, promoted, or transferred into designated safety-sensitive positions may be required to complete drug and alcohol testing before performing the duties of the position.
- CDL-covered employees must complete DOT-required pre-employment testing and Clearinghouse requirements before performing safety-sensitive functions.

Random Testing for Safety-Sensitive Positions

- Employees who are not subject to DOT or FMCSA testing requirements may be subject to no suspicion random drug or alcohol testing only when the actual duties of the position and the City's governmental safety interests provide a legally sufficient basis for such testing under the Fourth Amendment and other applicable law. Designation of a position as "safety-sensitive," standing alone, does not authorize random testing. Human Resources must approve any non-DOT random-testing program before implementation.
- CDL-covered employees are subject to random testing in accordance with DOT and FMCSA requirements.

Return-to-Duty and Follow-Up Testing

- Employees may be required to complete return-to-duty or follow-up testing when permitted by law and required as part of an approved rehabilitation, last-chance, or return-to-work agreement.
- CDL-covered employees who violate DOT drug and alcohol regulations must complete the DOT return-to-duty process, including evaluation by a qualified Substance Abuse Professional, before returning to safety-sensitive duties.

903 COMMERCIAL DRIVER'S LICENSE (CDL) AND DOT DRUG AND ALCOHOL TESTING

Employees who operate a commercial motor vehicle that requires a Commercial Driver's License (CDL) as part of their City duties are subject to applicable U.S. Department of Transportation (DOT), Federal Motor Carrier Safety Administration (FMCSA), and Texas requirements. This policy applies to employees performing safety-sensitive functions, including operating or being ready to operate a CDL-required commercial motor vehicle.

CDL Qualifications and Reporting Requirements

Employees in CDL-required positions must maintain all qualifications necessary to perform their assigned duties, including a valid CDL of the appropriate class, required endorsements, medical certification, and any other credentials required by law or the City.

Employees must immediately notify their Supervisor and Human Resources if they:

- Receive a citation, suspension, revocation, cancellation, disqualification, or other restriction affecting their CDL or driving privileges;
- Lose, fail to renew, or receive restrictions on their DOT medical certification;
- Are convicted of, plead guilty or no contest to, or receive deferred adjudication for an offense that may affect their CDL or ability to operate a commercial motor vehicle; or
- Are prohibited from performing safety-sensitive functions under DOT or FMCSA regulations.

An employee who does not maintain the required CDL qualifications may be removed from driving and other safety-sensitive duties. The City may consider available temporary work, reassignment, leave, or other action consistent with operational needs and applicable law. The City is not required to retain an employee in a position when a valid CDL or other required qualification is an essential function of that position.

DOT Drug and Alcohol Testing

CDL-covered employees are subject to DOT drug and alcohol testing in accordance with 49 CFR Parts 40 and 382. DOT testing may include:

- Pre-employment controlled-substances testing;
- Random controlled-substances and alcohol testing;
- Reasonable-suspicion testing;
- Post-accident testing when required by DOT regulations;
- Return-to-duty testing; and
- Follow-up testing required through the DOT return-to-duty process.

The City will administer testing using DOT-required procedures and laboratories, collection sites, medical review officers, substance-abuse professionals, and third-party administrators, as applicable. The City will maintain the required drug and alcohol testing program, records, training, and employee education materials.

CDL-covered employees must cooperate fully with required testing. Refusal to test, including failure to report for a required test, failure to remain available for testing, adulteration or substitution of a specimen, or other conduct defined as a refusal under DOT regulations, is prohibited.

Prohibited Conduct

CDL-covered employees may not:

- Report for duty or remain on duty while having an alcohol concentration of 0.04 or greater;
- Use alcohol while performing safety-sensitive functions;
- Use alcohol within four hours before performing a safety-sensitive function;
- Use alcohol for eight hours following an accident requiring post-accident alcohol testing, or until the employee completes the alcohol test, whichever occurs first;
- Use any controlled substance unless used as directed by a licensed medical practitioner who has advised that the medication will not adversely affect the employee's ability to safely perform safety-sensitive duties; or
- Perform a safety-sensitive function after a verified positive drug test, alcohol test result, refusal to test, or other DOT violation unless and until permitted through the DOT return-to-duty process.

An employee with an alcohol concentration of 0.02 or greater but less than 0.04 will be removed from safety-sensitive duties for at least 24 hours, as required by DOT regulations.

Post-Accident Testing

Following an accident involving a CDL-required commercial motor vehicle, employees must immediately notify their Supervisor and remain available for testing when directed. Employees must not consume alcohol, leave the scene except to obtain necessary medical care or emergency assistance, or take other action that interferes with required testing.

Post-accident testing will be required when federal regulations require it, including fatal accidents and certain accidents involving a citation and bodily injury requiring immediate medical treatment away from the scene or disabling damage requiring towing. The City will not delay necessary medical treatment in order to conduct testing.

Clearinghouse

The City will comply with FMCSA Drug and Alcohol Clearinghouse requirements for CDL-covered employees, including required pre-employment and annual queries, employee consent, and reporting of applicable violations and return-to-duty information.

Employees must provide required consent and take any action necessary to allow the City to complete required Clearinghouse queries. An employee may not perform safety-sensitive functions if the Clearinghouse shows the employee is prohibited from doing so.

Consequences and Return to Duty

A CDL-covered employee who violates DOT drug and alcohol regulations will be immediately removed from safety-sensitive duties. The City will provide each employee, applicant, or new employee who commits a DOT drug or alcohol regulation violation with a list of qualified Substance Abuse Professionals (SAPs) as required by 49 C.F.R. § 40.287, regardless of whether the City continues the individual's employment or withdraws an offer of employment.

Providing the required SAP list does not obligate the City to pay for the SAP evaluation, education, treatment, or rehabilitation and does not create a right to continued employment or reinstatement. An employee who remains employed may not resume DOT safety-sensitive functions unless and until all applicable SAP and return-to-duty requirements have been completed and the City authorizes the employee to return to those duties.

A DOT violation, refusal to test, loss of CDL qualification, or failure to comply with this policy may result in corrective action, up to and including termination, consistent with applicable law and City policy.

904 SMOKE AND TOBACCO FREE WORKPLACE

The City of Fulshear enforces a strict no-tobacco and no-smoking policy on all City property. This ban includes, but is not limited to, the use of e-cigarettes, vapes, cigarettes, pipes, cigars, snuff, and chewing tobacco. The prohibition extends to all City buildings, parks, vehicles, and equipment.

Employees are only permitted to use nicotine or tobacco products under the following conditions:

- **Designated Break Times**: Tobacco and smoking products may only be used during designated break times, as permitted by the City's break policy. This includes lunch breaks and two fifteen-minute discretionary breaks.
- **Designated Areas**: Usage must occur off City property or within designated smoking areas established by the City Manager, in compliance with local ordinances.

- **Break Limitation**: Employees may not take additional breaks beyond those allowed under the City's break policy for the purpose of using tobacco or smoking products.
- **Proper Disposal**: All tobacco-related waste must be properly disposed of in designated receptacles to maintain a clean and professional workplace.

Smoking and the use of nicotine or tobacco products are prohibited within 15 feet of any municipal facility entrance. Employees are responsible for adhering to cleanliness standards and maintaining the designated smoking areas.

Violations of this policy may result in disciplinary action, up to and including termination.

For full policy details, refer to Administrative Directive 25-02: Designated Smoking Areas & Product Usage Policy.

905 MODIFIED DUTY

When a work related or non-work-related injury prohibits an employee from performing the essential functions of their job with or without reasonable accommodation, the City may provide a modified duty assignment. Modified duty assignments will not include activities restricted by the employee's physician and are not intended to be permanent. All accommodations will be made in compliance with federal and state law.

Qualifications

To qualify for a modified duty assignment, employees must meet the following criteria:

- There must be a temporary need within the City that the recovering employee can fulfill, possibly involving reassignment to other Departments.
- Employees must be qualified and capable of performing the essential functions of the modified duty assignment.
- Approval from the applicable Department Director(s), Human Resources, and the City Manager is required.
- Employees must provide written documentation from their treating physician detailing work restrictions, duration of restrictions, and anticipated dates for starting modified duty and returning to full duty. Human Resources will formalize the modified duty assignment.

Employees on modified duty are prohibited from engaging in any form of outside employment, including self-employment.

Procedure

Modified duty may be requested by employees or assigned involuntarily. Refusal to accept a modified duty assignment may be deemed insubordination, potentially leading to termination of the assignment or further disciplinary action.

Key procedural points include:

- Employees with Workers' Compensation claims must submit all medical restrictions/ releases to Human Resources within 24 hours of each doctor's visit.
- Employees on modified duty will maintain their regular rate of pay.
- Work schedules will be determined by the assigned Supervisor based on service needs.
- Employees must keep both their temporary and regular Supervisors informed about scheduled medical appointments. Failure to do so may lead to disciplinary action.

Modified duty assignments cannot extend beyond 90 days without approval from the original Department Director and Human Resources and will not exceed one year from the onset of the employee's inability to perform full job duties.

During the modified duty period, the employee's work status will be reviewed every 30 days by the Department Director and Human Resources. If a temporary disability is determined by a medical authority to be permanent, the assignment will be reevaluated.

Return to Full Duty

Employees cleared to return to full duty must provide their Department Director or Human Resources with a copy of the physician's release. If an employee is unable to perform their job functions upon return, they must notify their Supervisor and consult their treating physician. Additional modified duty assignments may be requested or available paid leave utilized.

If a treating physician determines that the employee will never be capable of returning to their full duty capacity, the City will consider reasonable accommodations under the Americans with Disabilities Act. The employee may also apply for other available City positions for which they are qualified. If no suitable position or accommodation is available, and the employee has exhausted their 12 weeks of FMLA leave, the employee may be subject to discharge.

Termination

The City reserves the right to fill any position vacated by an employee who is unable to perform their essential functions, with or without reasonable accommodation, as permitted by law.

906 VEHICLE USE POLICY

Purpose

This policy establishes clear standards for the use, maintenance, cleanliness, idling practices, and take-home privileges of vehicles owned and operated by the City of Fulshear. It aims to promote safety, accountability, operational efficiency, environmental responsibility, and compliance with applicable regulations.

Applicability

This policy applies to all City of Fulshear personnel involved in the operation and maintenance of vehicles within the department.

Key Guidelines

- Employees must hold a valid Texas driver's license and maintain a safe driving record to operate a City vehicle or receive mileage reimbursement for personal vehicle use.
- Employees must use a City pool vehicle, if available, before requesting mileage reimbursement for the use of a personal vehicle. Exceptions must be approved by the Department Director.

Take-Home Vehicle Eligibility – Additional Guidance

- Employees assigned a take-home vehicle must reside within a reasonable commuting distance, typically defined as no more than 30 miles from their primary work location.
- Exceptions may be granted by the City Manager in cases where business necessity, emergency response needs, or critical personnel availability justify a greater distance.
- Mileage reimbursement will not be provided for routine commuting between home and the employee's primary worksite. Reimbursable mileage begins only after the employee departs from their official work location or is traveling directly to/from an offsite assignment approved in advance.
- City vehicles may only be used for City business. Personal use is strictly prohibited except for incidental stops.
- Employees are responsible for complying with all traffic laws, including seatbelt use, and must report any accidents or citations immediately to their Supervisor and Human Resources.

- The City reserves the right to install GPS tracking or monitoring devices on City vehicles, including take-home vehicles, to ensure policy compliance, safety, and efficiency. Employees are prohibited from tampering with or disabling such devices.
- Employees may be responsible for paying the deductible if they damage a City vehicle or City property due to negligence, misconduct, or policy violations.
- Employees must not operate a recalled vehicle if the manufacturer or City determines it poses an immediate safety risk. Any recalls must be reported to a Supervisor immediately, and the City will coordinate repairs.
- Employees are responsible for the proper care, maintenance, and security of assigned vehicles.

Cleanliness Requirements

- Vehicles and equipment must be kept clean internally and externally.
- Cleaning includes removing debris, trash, grass, and ensuring that equipment is free from contaminants daily.
- All areas such as cab space, toolboxes, etc., must be organized and free from contaminants daily.

Idling Practices

- Idling of vehicles and equipment should be minimized whenever possible to conserve fuel and reduce emissions.
- Idling is permitted only when necessary for operational purposes such as powering essential equipment.
- Drivers and operators are encouraged to turn off engines when parked for extended periods, except when climate control or equipment operation requires continued running. Idling should be limited to no more than 5 consecutive minutes when the vehicle or equipment is not in motion or in use for its primary function.
- When stopped in the roadway the emergency lights should be activated.

Idling Exceptions

- The motor vehicle or equipment is prohibited from movement due to traffic conditions.
- The motor vehicle or equipment is being used as a primary power source for another device such as a power take-off (PTO) unit.
- The motor vehicle or equipment is being operated for maintenance or diagnostic purposes.
- The motor vehicle or equipment is idling to operate the air conditioning or heating system to address a health or safety reason.

Failure to comply with this policy may result in disciplinary action as outlined in Section 705 of the City of Fulshear Employee Handbook. Loss of driving privileges, corrective action, or termination may occur depending on the severity of the violation.

For complete details, refer to the full Vehicle Use Policy or contact Human Resources.

907 EMPLOYEE IDENTIFICATION AND ACCESS BADGE POLICY

As a vital component of the City's safety and security measures, employees are issued identification badges and, if applicable, access badges for controlled access buildings.

- **Lost or Stolen Badges:** If an identification or access badge is lost or stolen, employees must report the incident to Human Resources and IT immediately and obtain a replacement badge.
- **Badge Usage:** Employees are prohibited from loaning their badge to others or borrowing another employee's badge under any circumstances.
- **Badge Return Upon Termination:** Upon termination of employment, all identification and access badges must be returned to Human Resources as part of the offboarding process.

908 EMERGENCY EVENTS & HAZARDOUS WEATHER

Emergency Essential Personnel Policy

The City is committed to maintaining uninterrupted operations to safeguard public safety and health. Essential City services must continue regardless of weather conditions, man-made events, or technological emergencies or disasters.

Employees designated as Emergency Essential Personnel are required to report to work as scheduled or when directed, regardless of any official delayed opening, early closure, or closure of regular City operations. This ensures the continuity of critical services during emergencies.

Employee Status Designations

In the event of a wide-scale emergency or significant weather event that could impact the community, all employees must be prepared to assist in managing the crisis. Certain employees are designated as essential for the continuity of governmental operations.

Designation Process

Department Directors are responsible for classifying each position as:

- Emergency Essential Personnel
- Emergency Non-Essential Personnel

Employees will be notified of their designation by May 1st of each year or at the time of hire. Employee designations may change as the City's needs evolve during an emergency event.

Designation Categories

Essential Personnel

- Must be available immediately before, during, and after the emergency event.
- May be required to remain within the Emergency Operations Center (EOC) or a location designated by the City.
- Duties are directly related to addressing emergency conditions.
- Mandatory residency requirements may vary by department and must be approved by the Department Director and the City Manager or their designee.
- Identified by the City Manager or Department Directors as critical for the quick restoration of vital services post-emergency.

Non-Essential Personnel

- May be temporarily dismissed from work after a needs assessment based on the type of emergency event.

Emergency Duty Assignment

- The City Manager or their designee may reassign employees to emergency duties, including roles outside their regular department or function, as needed.
- Reassignments will comply with all applicable State and Federal laws.

Emergency Periods

- The **Pre-Impact Period** is the phase prior to an impending disaster. During this time, the City focuses on emergency preparedness and preventive measures. This period begins when the Emergency Operations Center (EOC) is activated, or the City Manager or their designee declares that an emergency is imminent. Activities during this phase include emergency response planning, resource allocation, and coordination across City departments to prepare for potential impacts.
- The **Emergency Period** is when the City conducts emergency response activities to protect life and property. During this phase, most regular City services are suspended, and "Essential Personnel" are deployed to address emergency conditions. In some cases, essential personnel may be required to shelter in the EOC or other designated locations. This period begins when the City closes for normal business operations and ends when the City Manager or their designee declares it safe for all employees to return to work.
- The **Post-Impact Period** occurs immediately after an emergency or disaster. During this phase, the City focuses on restoring infrastructure and services to pre-disaster conditions. Activities include mobilizing "Recovery Personnel" to conduct damage assessments, clear roadways, and assist with the restoration of critical services. This phase begins as soon as the emergency event ends and continues until the City Manager, or their designee declares it safe for all employees to resume normal duties.
- The **Recovery Period** marks the final stage of emergency management, focusing on returning the community to normal service levels and completing recovery efforts. This phase begins when the City Manager or their designee, in consultation with Department Directors or EOC staff, declares it safe for all employees to return to work. It ends when the City Manager or their designee determines that the recovery period is complete. During this phase, employees assist with the full restoration of services and support community recovery initiatives.

Employee Responsibilities

Employees are expected to report for duty at their regularly assigned work hours. No employee is excused from work until authorized by the City Manager or their designee, through Department Directors, even if a public announcement of office closures or service suspensions is issued. Employees must return to work as soon as an emergency is over to participate in the Recovery Period.

Specific responsibilities for employees include:

- **Communication**: Contact their Supervisor during emergency events, disasters, or inclement weather to receive specific instructions.
- **Proactive Planning**: Discuss any anticipated circumstances that may prevent them from arriving at work during emergencies (e.g., road closures, childcare issues) with their Supervisor in advance, including submitting pertinent leave requests.
- **Staying Informed**: Monitor emergency updates and City operations through designated communication channels, such as TV, radio, the City's website, emails, text messaging, and phone calls.
- **Updated Information**: Ensure emergency contact information on file with their Supervisor and the Human Resources Department is current for communication during emergencies.
- **Waiver Requests**: Submit a "Waiver Request" form to their Department Director within 30 days of the onset of extenuating circumstances that might affect their ability to work during emergencies. These requests will be reviewed and forwarded to Human Resources with supporting documentation.

The City acknowledges that employees have personal and family responsibilities that may conflict with job requirements during emergencies. When personal residence evacuation is required, "Essential" personnel are permitted and expected to plan for their families, including utilizing

authorized shelters. Essential employees may receive up to four (4) hours of administrative leave for this purpose.

Employees unable to return to work due to emergency conditions, such as evacuation or impassable roadways, must notify their Department Director or designated Supervisor as soon as possible and use appropriate leave time. Unauthorized absences during emergencies will be considered job abandonment and may result in termination.

Department Director Responsibilities

Department Directors are responsible for maintaining an updated list of staff designated as "Essential Personnel," along with defined expectations for duties and reporting during states of emergency or hazardous weather events. This list must be shared with relevant personnel.

Additional responsibilities include:

- Coordinating with the City Manager or their designee regarding anticipated delays, closures, or telecommuting procedures affecting City operations.
- Ensuring effective communication mechanisms are in place with employees.
- Conducting annual training with employees on emergency operations procedures by May 31st, outlining expectations, possible work schedules, and leave policies.
- Providing an updated list of "Essential Personnel" to Emergency Management by May 1st annually.

City Manager Responsibilities

The City Manager or their designee is responsible for decisions related to suspending City operations during emergencies or hazardous weather conditions, including determining which departments or divisions will close and any compensation adjustments.

Additional responsibilities include:

- Coordinating with Department Directors on delayed openings or closures.
- Assigning personnel to communicate/post delayed openings or closures to the media.

Compensation for Hours Worked During a Declared State of Emergency

During a declared Emergency Period, compensation for full-time employees is structured to address the unique demands placed on both exempt and non-exempt personnel.

Work Periods and Residency

Standard work periods are 12 hours.

Employees assigned to the EOC or a designated location may be required to remain on-site for more than 12 hours per day. Compensation during residency follows this structure:

- 12 hours of paid work time per 24-hour period.
- 12 hours of unpaid rest/sleep time per 24-hour period.

Exempt Employees

- Exempt employees will receive their regular salary during the emergency period.
- If required to reside at the EOC or another designated location, their base salary will be converted to an hourly rate for the duration of their mandatory residency.
- They will receive their hourly rate for each authorized hour of mandatory residency (1x pay).
- The 12-hour rest period is not paid.
- This additional compensation does not alter their exempt status under the Fair Labor Standards Act (FLSA).

Non-Exempt Employees

Essential non-exempt personnel required to reside at the EOC or another designated location will receive:

- 1.5x their normal hourly rate for all authorized hours worked (12-hour shift).
- 1x their normal hourly rate for the remaining non-work residency hours, except for the 12-hour sleep period, which is unpaid.

Example for a 24-hour residency:

- 12 hours worked → Paid at 1.5x hourly rate.
- 12 hours of non-work time → Paid at 1x hourly rate, except for the designated 12-hour sleep period, which is unpaid.

This enhanced compensation continues until the City Manager or designee determines:

- It is safe for all employees to return to normal work schedules OR
- Essential personnel are no longer required to reside at the EOC.
- After this period, employees will be compensated according to normal City pay policies.

Released Employees

- Employees (both exempt and non-exempt) released from work or not required to report during the emergency period will receive pay for their normally scheduled workday.
- These hours will not count as "time worked" for overtime calculations for non-exempt employees.
- Proper emergency coding must be used on timesheets per Finance and Human Resources guidelines**.**

Leave Usage

- Employees on pre-approved leave or those taking unscheduled leave during an emergency period will have their leave charged accordingly.
- Employees without sufficient accruals will be placed on Leave Without Pay (LWOP).

Cancellation of Leave

- Department Directors may cancel pre-approved leave, vacation, or time off for essential personnel when a state of emergency is declared or imminent.
- Failure to return after notice of leave cancellation (verbal or written) will be considered an unauthorized absence and may result in termination.

Office Closure Pay for a Hazardous Weather Event

If the City Manager or designee determines that City operations must close or delay opening due to hazardous weather conditions, the following compensation guidelines apply:

Office Closure Pay

- Full-time employees scheduled to work during an official office closure will receive paid office closure leave for their normally scheduled work hours during the closure period.
- Office closure leave does not count as “time worked” for overtime calculations.

Delayed Openings

- Employees who report to work at the designated delayed opening time will receive pay for their full regular workday.
- Employees who report after the designated delayed opening time will be paid for:
- Actual hours worked plus delayed opening hours they were eligible for.
    - Example: If the delayed opening hour is set for 10:00 a.m. and an employee arrives at 12:00 p.m., they will be paid from 12:00 p.m. to 5:00 p.m. for the hours worked,

plus the two hours for the delay, totaling seven hours of regular pay.

- Employees may use accrued leave to cover any additional lost time.

Essential Employees & On-Duty Personnel

- Employees required to work during a hazardous weather event (such as first responders, public works, or emergency personnel) will receive compensation per the City's Emergency Operations Policy.

Failure to Report During an Office Closure

- Employees who fail to report for duty when required but are not in violation of this policy may use:
- Accrued compensatory time or vacation time to cover missed hours.
- If no accrued leave is available, the time will be recorded as Leave Without Pay (LWOP) unless other leave is approved by the Department Director.

SECTION 10: TRAINING & DEVELOPMENT

1001 EMPLOYEE DEVELOPMENT

To fulfill the City's mission, employees are expected to provide exceptional customer service, which is achieved through professionalism and the continuous development of skills and competencies. Both employees and their Supervisors share the responsibility for ensuring professional growth and success.

Employees and Supervisors must collaborate to create and maintain a training and development plan that ensures employees can successfully perform their job responsibilities.

Employee Responsibilities

Each employee is accountable for their job performance and professional growth. Employees should:

- Proactively seek feedback and request training from their Supervisor in areas where improvement is needed.
- At a minimum, demonstrate the ability to perform essential job duties effectively.
- Consistently exhibit behaviors that align with the City's Vision and Mission.

Supervisor Responsibilities

Supervisors play a critical role in employee development. They are responsible for:

- Identifying areas where employees need further development.
- Providing the necessary training and resources to help employees perform their duties at a high standard.
- Ensuring employees are well-equipped to deliver exceptional customer service.
- Creating opportunities for employees to participate in training and development programs.

1002 TRAINING

The City supports employee training to enhance skills and maintain required certifications, subject to available funding. Training must align with Citywide strategies or job-specific requirements. Human Resources sponsors Citywide training for broad needs, while departments may provide specialized training.

All training requires prior Supervisor approval and must be consistent with the employee's job duties, required certifications, department needs, and available funding. Out-of-state training is an exception and requires advance approval by the City Manager or designee. Approval may be granted when comparable in-state or virtual training is not reasonably available, when the training is necessary to obtain or maintain a required certification, or when the City determines the training provides a clear operational benefit.

When out-of-state training is approved, the City may limit the number of approved training events per employee, the categories of expenses it will pay, or the total amount reimbursed. The City may approve paid training time without approving all travel expenses. Employees must comply with the City's Travel and Business Expense Policy for all travel arrangements, reimbursements, per diem, rental vehicles, rideshare services, and City credit card use.

Certification and Licensing Examination Fees

The City may pay for the initial examination and one retake for approved, job-related certifications or licenses, subject to prior supervisor approval and available funding.

The City may pay examination fees directly or reimburse employees upon submission of proof of payment. Reimbursement does not require a passing score for the initial examination or one approved retake.

Additional attempts are the employee's responsibility unless otherwise approved by the Department Director and Human Resources.

1003 EMPLOYEE PERFORMANCE APPRAISAL

At the City, we are committed to fostering a supportive and transparent work environment by providing timely feedback and clear expectations. Our performance evaluation process is designed to guide employee development and recognize achievements at key milestones in their career progression.

90-Day Probationary Period and Post-Hire Check-In

All newly hired employees must complete a 90-day probationary period. At the end of this period, employees participate in a check-in meeting with Human Resources. This meeting evaluates the employee's initial performance, adjustment to the role, and overall fit within the organization. It also provides an opportunity to clarify expectations, identify additional training needs, address any questions or concerns, and gather feedback on the onboarding experience. Successful completion of the probationary period and check-in lays the foundation for continued employment and future performance development.

Six-Month Performance Evaluation

Following the successful completion of the 90-day probationary period for newly hired employees, or the in-training period for promoted employees, a six-month performance evaluation will be conducted. This evaluation assesses the employee's early performance, highlights strengths, identifies areas for improvement, and helps align future goals with the expectations of the role.

Twelve-Month Performance Evaluation

For both newly hired and promoted employees, a second evaluation will be conducted at the one-year mark. This review reflects progress since the six-month evaluation, evaluates long-term performance, and reinforces alignment with organizational objectives.

Annual Evaluation Cycle

For all regular employees, the annual evaluation period runs from January 1 to December 31, with evaluations due to Human Resources by February 15th. If an employee's second performance evaluation falls between October 1 and February 15, it will satisfy the requirement for that year's annual evaluation. Employees changing positions during the year will receive an evaluation on their prior role and their new role, with ratings combined for the annual review.

Performance Pay Eligibility

Employees become eligible for performance pay increases after six months in their role. Performance pay, when budgeted, will follow the timelines outlined above. Employees hired above the entry rate may also qualify for increases during the regular evaluation cycle, provided they meet the six-month minimum employment period.

1004 POSITION VACANCY AND PROMOTION

Position Vacancy

When a position becomes vacant, the City may consider qualified internal candidates, external candidates, or both, based on operational needs and the goal of selecting the most qualified candidate.

When practicable, regular full-time position vacancies will be posted internally for a minimum of three (3) business days. The City may simultaneously advertise vacancies externally and may waive or modify the internal posting period when operational needs, urgency, legal requirements, reorganization, or the best interests of the City warrant.

The City reserves the right to determine the recruitment and selection process that best serves the City's needs.

Promotions

Promotion opportunities are intended to support employee development and career advancement; however, no employee is entitled to a promotion, interview, selection, or placement in a vacant position. Selection decisions will be based on the position's qualifications, demonstrated performance, relevant experience, skills, certifications or licenses, leadership capability, internal equity, and the needs of the City.

Employees selected for promotion must successfully perform the duties and meet the expectations of the new position. An employee who is unsuccessful in a promoted position is not guaranteed return to the former position, pay rate, department, or work assignment. The City may consider available vacancies and the employee's qualifications when determining whether another placement is appropriate.

Promotions and related salary adjustments will be administered in accordance with the City's Compensation policies, applicable salary schedule, and approved placement procedures.

1005 ADMINISTRATIVE TRANSFERS

A transfer refers to the reassignment of an employee from one position to another. Transfers usually involve positions with the same pay grade, similar responsibilities, and/or functions.

Transfers that do not involve promotion or demotion may occur at any time for administrative purposes. These transfers may be initiated administratively or in response to a job posting.

For transfers between job levels or departments, approval must be obtained from the Department Director, Human Resources Department, and the City Manager before the transfer becomes effective.

SECTION 11: SEPARATION OF EMPLOYMENT

1101 EMPLOYMENT SEPARATIONS

Employment with the City may end for the following reasons:

- **Resignation** – Voluntary separation initiated by the employee.
- **Release** – Separation due to an employee being unqualified for the position or unable to perform satisfactorily, typically during the provisional period of employment.
- **Death** – Termination due to the employee's passing.
- **Incapacity** – Separation when an employee is unable to perform the essential functions of the position, with or without reasonable accommodation, and continued employment is not required by applicable law. Before separation, the City will consider applicable leave and reasonable accommodation obligations and engage in the interactive process when required.
- **Discharge** – Termination for violations of conduct, unsatisfactory performance, or other lawful reasons, with approval from the City Manager.
- **Retirement** – Voluntary separation typically associated with eligibility for benefits under the Texas Municipal Retirement System (TMRS).
- **Expiration of Employment Contract** – Separation due to the completion or expiration of a fixed-term employment contract.
- **Reduction in Force (RIF)** – Termination due to organizational restructuring, work redesign, or reduced staffing needs.

Resignation

Resignation is considered a voluntary separation initiated by the employee. The following conditions apply:

- Employees must submit a written resignation notice at least two weeks (10 working days) in advance of their intended separation date.
- The notice must include the reason for leaving and the effective date of resignation.
- The two-week notice period is expected to be worked unless otherwise approved by the Department Director or Human Resources.
- The City Manager (or designee) reserves the right to determine whether the employee must fulfill the full notice period or may be released earlier based on operational needs or other considerations. In such cases, the employee will not be penalized regarding good standing status.

Job Abandonment

- An absence of three (3) consecutive working days without prior Supervisor approval will be treated as voluntary resignation due to job abandonment. (Refer to the Attendance/Tardiness Policy for details.)
- Failure to Return from Leave
  - Employees who fail to return from an approved leave of absence on the scheduled return date, without prior authorization, will be considered to have voluntarily resigned.

Procedure for Separation

Resignation Process

- Employees who are resigning, with or without notice, must submit a written resignation letter to their Supervisor.
- The resignation letter will be forwarded to Human Resources for inclusion in the employee's permanent record.

Use of Accrued Leave

- Employees may not use accrued paid leave (vacation, sick, compensatory) during their final two weeks of employment unless approved by the City Manager.

Personnel Action Forms (PAF)

- The Supervisor must complete a Personnel Action Form (PAF) and submit it to Human Resources as soon as possible, ideally one week before the separation date.

Return of Equipment & City Property

- The Supervisor must ensure that all City-issued equipment, keys, uniforms, identification badges, and any other property are returned before the employee's last workday.

Post-Separation Procedures

- Human Resources will lead or coordinate all necessary actions following an employee's separation, including the return of City property, collection and delivery of personal belongings, access to City facilities and systems, and other offboarding requirements.
- Employees who are terminated for cause or otherwise directed by Human Resources or the City Manager not to return to the workplace may not enter employee-only or other non-public areas of City facilities without prior authorization.
- Human Resources will coordinate the collection and return of personal belongings and City property as appropriate.

Benefit Eligibility at Separation

Upon separation, employees may be entitled to certain benefits, including:

- **Texas Municipal Retirement System (TMRS)**: Employees may have vested rights as specified in the TMRS plan description.
- **Health Insurance Benefits**: Eligible employees may continue coverage through COBRA or other conversion privileges.
- **Compensatory Time**: Employees will be paid for any unused accrued compensatory time. Upon termination of employment, unused FLSA compensatory time will be paid at the higher of the employee's final regular rate or the employee's average regular rate during the final three years of employment, as required by the FLSA.

Separation in Good Standing

Employees are considered to have separated in good standing when they meet all of the following requirements:

- Provide at least two weeks' written notice of resignation.
- Have no unapproved leave during the notice period.
- Do not use personal leave during the final two weeks of employment.

Employees who separate in good standing will receive payment for unused accrued vacation leave at their current rate of pay. Retiring employees may also be eligible for sick leave payout in accordance with Section 501 – Sick Leave.

Employees who do not meet these requirements or who are terminated for cause are not eligible for vacation leave payout unless otherwise approved by the City Manager.

1102 CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

Effective April 7, 1985, the Consolidated Omnibus Budget Reconciliation Act (COBRA) was enacted to ensure that employees and their families can temporarily extend their medical benefits coverage (known as "continuation coverage") at group rates when coverage would otherwise end. Continuation coverage is available under specific circumstances, including:

- Resignation, termination, or reduction in hours of employment
- Death of a covered employee
- Divorce or legal separation
- Termination or reduction in a spouse's employment hours
- A spouse becoming eligible for Medicare
- Other qualifying events as defined by COBRA

This policy ensures compliance with federal law by offering eligible employees and their dependents the option to continue health coverage under the City's group health plan for a limited period. Specific details regarding eligibility, coverage periods, and procedures for electing continuation coverage are provided in separate COBRA notices issued at the time of a qualifying event.

1103 EXIT INTERVIEWS

Exit interviews are conducted to gain insights into an employee's reasons for departure, address any unresolved concerns, and collect feedback aimed at improving City operations and employee satisfaction.

Before leaving the City, employees will have the opportunity to meet with a Human Resources representative for an exit interview. This meeting allows employees to share their experiences and provide valuable feedback that can enhance the organization's effectiveness and improve the workplace environment for future employees. Exit interview findings may be shared with Supervisors or directors upon request.

SECTION 12: LEGAL COMPLIANCE AND PUBLIC RECORDS

1201 FAIR CREDIT REPORTING ACT

The Fair Credit Reporting Act (FCRA) requires employers who use consumer reports for employment purposes to follow specific procedures:

- **Notification and Authorization**: Employers must notify applicants, in writing, that a consumer report may be obtained, and written authorization from the applicant or employee is required before requesting the report.
- **Adverse Action Notice:** Before rejecting an applicant or taking other adverse action, the employer must provide the applicant or employee with a notice that includes a copy of the consumer report used in the decision-making process, along with notice of their rights under the Act.
- **Post-Adverse Action Notice:** After an adverse action is taken, the employer must inform the applicant or employee that the action was based on a consumer report.

For more information on the FCRA, contact Human Resources.

1202 EMPLOYMENT AUTHORIZATION VERIFICATION

New hires must complete Section One of the Federal Form I-9 on their first day of paid employment. Employees must also present acceptable documents authorized by U.S. Citizenship and Immigration Services to verify identity and employment authorization no later than the third business day following the start of employment.

If you are currently employed and have not completed this requirement or if your employment authorization status has changed, please inform your Supervisor.

Employees authorized to work in the U.S. for a limited period must provide proof of renewed employment eligibility before the expiration of that period to continue employment with the City.

1203 BACKGROUND CHECKS

The City conducts criminal history background checks on applicants who have received a conditional offer of employment.

Review of Criminal History

Criminal history does not automatically disqualify an applicant from employment with the City. Disqualification will occur only if there is a justified business necessity. Factors considered include, but are not limited to:

- The seriousness of the offense
- When the offense occurred
- The remoteness or extenuating circumstances of the offense
- The duties of the applicable job position

Criminal history information will not be used to discriminate against any individual based on race, color, sex, religion, national origin, age, genetic information, disability, veteran status, or any other protected status.

False Statements

An applicant who makes a false statement or omit information about prior convictions on their application will be disqualified from consideration for employment.

Confidentiality and Retention

All criminal history information will be treated as confidential. The City will limit access to this information to authorized personnel only.

Final Determination

The City Manager, or their designee, will make a final decision regarding an applicant's suitability for the position. The City may rescind a conditional job offer or terminate an active employee if the criminal history indicates unsuitability for the position. This policy does not alter the City's at-will employment status.

In determining eligibility or disqualification based on criminal history, the City will consider the nature of the job, the seriousness of the offense, and the length of time since it occurred. Decisions will be made on a case-by-case basis, prioritizing public safety and relevance to the job.

PERSONNEL POLICIES & EMPLOYEE HANDBOOK
ACKNOWLEDGEMENT

By signing below,

I acknowledge that I have received a copy of the Personnel Policies & Employee Handbook ("Handbook") and understand that it is my responsibility to read and comply with all policies, rules, and procedures contained within. I further acknowledge that failure to adhere to these policies may result in disciplinary action, up to and including termination of employment.

I understand that this Handbook is not a contract of employment and does not guarantee employment for any specific duration. I recognize that my employment with the City is at-will, meaning that either I or the City may terminate employment at any time, with or without cause or notice.

The City reserves the right to modify, revise, delete, or add to the policies in this Handbook at any time without prior notice. No oral statements or representations can alter the provisions of this Handbook. Additionally, I understand that this Handbook does not create contractual obligations and does not infringe on any legal rights available to me.

Commitment to SPARK Values
As a City of Fulshear employee, I commit to upholding the City's SPARK Values:

- **Service** – Providing exceptional service to the public and colleagues with dedication and professionalism.
- **Partnership** (Collaboration) – Building strong relationships through honesty, accountability, and ethical behavior.
- **Accountability** – Taking initiative, driving improvements, and introducing innovative solutions.
- **Resilience** – Maintaining a positive, inclusive, and adaptable approach to challenges.
- **Knowledge** (Growth & Continuous Learning) – Demonstrating commitment to professional development, skill-building, and knowledge-sharing.

I understand that these values serve as the foundation of City culture, guiding my daily actions and responsibilities in the workplace.

Employee Responsibilities
As an employee, I am expected to:

- Provide quality service to the public.
- Maintain the highest degree of safety for myself and my colleagues.
- Contribute to continuous improvement through suggestions and teamwork.
- Uphold a spirit of cooperation and professionalism.

I understand that I may be subject to reasonable suspicion or post-accident drug and alcohol testing in accordance with City policy.

I acknowledge my responsibility for City-issued equipment and property and agree to return all such items in good condition upon separation. Failure to return City property, or returning damaged property beyond normal wear and tear, may result in a financial obligation to the City. I authorize the City to deduct any outstanding debt for unreturned or damaged City property from my final paycheck as permitted by law.

Enforcement & Consequences for Non-Compliance
Failure to comply with the policies and procedures outlined in this Handbook may result in disciplinary action, including restricted access, suspension, or termination of employment or contracts. The City reserves the right to monitor and audit compliance with these policies to maintain system integrity and workplace standards. Violations may also lead to legal action or financial restitution for any damages incurred.

By signing this document, I confirm that I have read, understand, and agree to abide by the policies in the Personnel Policies & Employee Handbook. If I have any questions regarding the content or interpretation of this Handbook, I will seek clarification from my Supervisor or Human Resources.

_____ _____

Signature of Employee Date

_____

Printed Name of Employee

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: IX.M
DEPARTMENT: Mayor & City Council
PREPARED BY: Mariela Rodriguez
PRESENTER: Council Members Connor and Utturkar

SUBJECT: CONSIDERATION AND POSSIBLE ACTION REGARDING E-BIKES AND OTHER SIMILAR DEVICES

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

This item was requested to be placed on the agenda by Council Member Connor and seconded by Council Member Utturkar, in accordance with Section 3.09(e) of the City Charter.

RECOMMENDATION

ATTACHMENTS:

E Vehicles Statement from Randy Connor.pdf

A few months ago, the issue of e-scooters, bicycles, and motorcycles was brought before City Council for discussion and possible action. At that time, the Police Chief recommended that officers handle these matters on a "case-by-case" basis, and City Council agreed to defer any further action based on that guidance.

However, considering the recent and tragic incident that occurred in our neighboring community, I feel strongly that we should revisit this matter. We would be remiss if we did not take a proactive approach to fully protecting the safety of our children.

I propose that a task force, reporting directly to City Council, be established to study this issue in depth. Its scope should include reviewing current state laws, exploring opportunities to strengthen local ordinances, examining school district policies, evaluating how other cities have addressed similar concerns, and any additional related matters. This task force may include interested residents, law enforcement, City representatives, LCISD and KISD representatives, and any other individuals recommended by the task force chair.

I have a 10-year-old granddaughter who lives in Fulshear. Her parents have wisely decided she will not be allowed to have an e-vehicle, even though many of her classmates do. As you can imagine, parents face growing pressure to provide these devices for their children, especially with the holiday season only months away.

I want to reiterate what I said previously: "**there *is* no compromising the safety of our children"**. That responsibility begins at home, and it is one we must support through thoughtful, community-wide action.

AGENDA MEMO
BUSINESS OF THE CITY COUNCIL
CITY OF FULSHEAR, TEXAS

AGENDA OF: October 20, 2026
ITEMS: IX.N
DEPARTMENT: Mayor & City Council
PREPARED BY: Mariela Rodriguez
PRESENTER:

SUBJECT: CONSIDERATION AND POSSIBLE ACTION REGARDING BOARD/COMMISSION ATTENDANCE AND CODE OF CONDUCT

Expenditure Required:
Amount Budgeted:
Funding Account:
Additional Appropriation Required:

EXECUTIVE SUMMARY

This item was requested to be placed on the agenda by Council Member Miller and seconded by Council Member Bow, in accordance with Section 3.09(e) of the City Charter.

RECOMMENDATION

ATTACHMENTS: